

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software
Core Financial Management Software
Ancillary Financial Systems Software

Microcomputers

Application Software
Core Financial Management Software
Ancillary Financial Systems Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Infor (US), Inc.
26110 Enterprise Way, Suite 200
Lake Forest, CA 92630
949.598.6000
www.infor.com

Contract Number: GS-35F-0598W
Period Covered by Contract: August 19, 2010 thru August 18, 2015

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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Pricelist.....
Infor Software Support Agreement
Infor Software License Agreement
Infor Software Services Agreement

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage![™] on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

The Geographic Scope of Contract will be domestic and overseas delivery.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

Ordering Address:

INFOR (US), INC.
26110 ENTERPRISE WAY STE 200
LAKE FOREST, CA 92630

Payment Address:

INFOR (US), INC.
NW 7418
PO BOX 1450
MINNEAPOLIS, MN 55485-7418

OVERNIGHT:

**INFOR (US), INC.
NW 7418
1801 PARKVIEW DR.
SHOREVIEW, MN 55126**

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
949.598.6263

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 120848312
Block 30: Type of Contractor - C – Large Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 22-2554549

- 4a. CAGE Code: 1-FED-9
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB ORIGIN

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
133-33	<u>0-30</u> Days
133-34	<u>0-30</u> Days

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: NONE
 - b. Quantity NONE
 - c. Dollar Volume NONE
 - d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers
 - e. Other NONE

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

Contact MAI Systems Corporation for availability.

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$100.00

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 - Maintenance of Software as a Service

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM
NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Software Warranty

Limited Warranty, Disclaimer of Warranty and Remedies.

(a) Limited Software Warranty by Infor and Remedy For Breach. Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

*(b) 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 COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, 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, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.***

(c) **Abrogation of Limited Warranty.** Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 6(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED 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 COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.**

(e) **HIGH RISK ACTIVITIES. THE COMPONENT SYSTEMS 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 COMPONENT SYSTEMS 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 COMPONENT SYSTEMS IN SUCH APPLICATIONS.**

Services Warranty

4. Limited Warranty and Disclaimer of Warranties.

(a) **Limited Services Warranty and Remedy For Breach.** Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services 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 4(a).

(b) **Disclaimer of Warranty.** The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

Support Warranty

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 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.**

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(a) SOFTWARE LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL 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) SERVICES LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

(c) 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.

(d) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 612.851.1990 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24 X 7 X 365 unless otherwise indicated on a delivery order, purchase order or task order

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

___X___ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Term Licenses are not included in this offer.

7. TERM LICENSE CESSATION

Term Licenses are not included in this offer.

8. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

MAI Systems does not offer RIGHT-TO-COPY

SIN 132-33 - Perptual Software License - Epitome.Net

Part#	Description	GSA Price
Property Management Software		
PMSPAKG	Epitome.Net PMS Software License	\$55.42
Property Management Solution Add - On Modules		
EPT-PMSEXTB/O	Back Office File Extraction Software	\$1,385.39
EPT-EVENTMGR	Events Manager Module	\$1,662.47
EPT-PMSEXT/M-TECH	Espresso / HotSOS Extraction	\$1,385.39
EPT-PMSGIFT	Gift Certificate Management	\$1,662.47
EPT-PMSCOMP	Comp Certificate Management	\$1,662.47
EPT-PMSSUNDRY	Sundries Module	\$1,662.47
PMSWHOLE	Epitome Wholesaler Module	\$1,662.47
EPT-PMSEXTYMIDEAS	Yield Management File Extract - 1-Way IDeaS	\$1,385.39
EPT-EAI-001S2-SAC	Interface SAC Delphi/Breeze v7.x & v8.x (eTransport)	\$1,385.39
EPT-EAI-002S2-SAC	Interface Delphi iServer	\$1,385.39
Interfaces - Credit Card		
EPT-EAI-L004D-PCG	Payment Card Gateway	\$1,108.31
H3P-SDC-GTWY-PROP	Credit Card Gateway Control Program SDC Protobase.	\$1,385.39
H3P-SDC-040-CCP	SDC SoftTrans- CCP AMEX Direct	\$498.74
H3P-SDC-057-CCM-EGLF	Emerald Golf Interface to SDC	\$831.23
H3P-SDC-057-CCX-PBEX	Sub EFT ProtoBase Express - Recurring 1- Yr Subscription - Windows	\$664.99
H3P-SDC-057-CCX-MPSS	SDC MPS Transaction Model *support only*	\$2,770.78
H3P-SDC-057-CCX-MPST	SDC MPS Subscription Model *support only*	\$277.08
H3P-SDC-058-GIFT	ProtoBase Gift Card Module	\$277.08
Interfaces - CRS		
COR-EAI-813BC1-CRS	SynXis CRS (w/ Groups) - 1-Way	\$2,770.78
COR-EAI-756C1-CRS	GenaRes 1-Way	\$2,770.78
COR-EAI-612C1-CRS	iHotelier Web Reservations	\$2,770.78
COR-EAI-604C1-CRS	Pegasus RezView v4.x 1-Way	\$2,770.78
COR-EAI-753C1-CRS	UniRez 1 Way	\$2,770.78
COR-EAI-816C1-CRS	Passkey - 1 Way; HTNG Res. Delivery	\$2,770.78
COR-EAI-813C3-CRS	SynXis RedX OTA 1.0 2-Way	\$4,156.17
EPT-EAI-758C3-EXP	Expedia QuickConnect	\$5,541.56
COR-EAI-753C2-CRS	UniRez 2-Way	\$4,156.17
COR-EAI-817C2-CRS	Interface Software – CRS 1 ½ -Way	\$2,770.78
COR-EAI-613C4-CRS	iHotelier Reservations Sys Advanced 2-way	\$4,156.17
COR-EAI-650C4-CRS	OmniRez 2-way	\$4,156.17
COR-EAI-753C4-CRS	UniRez 2-Way Adv. Data Exchange	\$4,156.17
COR-EAI-602-CRS1	Pegasus 1-Way	\$2,770.78
COR-EAI-601C1-CR1	Pegasus RezView v4.x/Anasazi 1-Way	\$2,770.78
COR-EAI-601C2-CRS	Pegasus RezView v4.x/Anasazi - 2-Way	\$4,156.17
COR-EAI-601C4-CR4	Pegasus RezView v4.x 2-Way	\$4,156.17
COR-EAI-753C4-CRS	UniRez Advanced 2-Way Data Exchange	\$6,926.95
COR-EAI-720C1-CR1	Lexington One Way	\$2,770.78

COR-EAI-813OC1-CRS	SynXis RedX OTA 1.0 1-way	\$2,770.78
COR-EAI-757C2-CRS	Serenata GDS Interface	\$2,770.78
COR-EAI-001S2-SAC	NewMarket Delphi v7.x & v8.x (eTransport)	\$1,385.39
COR-EAI-811-SAC	NewMarket Daylight - Sales & Catering	\$1,385.39
Interfaces - Call Accounting		
EPT-LIPU-048-CAS	AT&T / HOBIC	\$1,108.31
EPT-LIPU-141-CAS	CallStar TMS #4	\$1,108.31
EPT-LIPU-305-CAS	CDS Comms STAT	\$1,108.31
EPT-EAI-L030D-CAS	Generic Call Accounting	\$1,108.31
EPT-LIPU-016-CAS	Hitachi DX/HCX5000	\$1,108.31
EPT-LIPU-014-CAS	Homisco	\$1,108.31
EPT-LIPU-406-CAS	Ice Cats	\$1,108.31
EPT-LIPU-029-CAS	Infortext OS PC System	\$1,108.31
EPT-LIPU-260-CAS	MDR 2000-5000	\$1,108.31
EPT-DEV-003-TMS-I	NEC NEAX 1400, 2400 M60	\$1,108.31
EPT-DEV-455-CAS	Phone Control v 1.0	\$1,108.31
EPT-LIPU-408-CAS	ProfitWatch	\$1,108.31
EPT-DEV-385-CAS	Protel	\$1,108.31
EPT-DEV-354-CAS	RSI TeleCOST	\$1,108.31
EPT-DEV-360-CAS	SDD Jazz	\$1,108.31
EPT-LIPU-013-CAS	Summa Four PCX	\$1,108.31
3PTABSCA	TABS Call Accounting System	\$1,108.31
EPT-LIPU-033-CAS	TELelectronics INN-FORM XL	\$1,108.31
EPT-LIPU-476-CAS	Trisys Tality	\$1,108.31
EPT-DEV-012-CAS	Xeta Telesphere	\$1,108.31
EPT-LIPU-027-CAS	Xeta XD-8200/XRT/XL	\$1,108.31
EPT-LIPU-006-CAS	@Com - Xiox	\$1,108.31
Interfaces - Energy Management Systems (EMS)		
EPT-LIPU-143-EMS	Inncom 22020	\$1,108.31
Interfaces - Fax Systems (FAX)		
EPT-LIPU-232-FAX	AlphaNet Telecom InnFax	\$1,108.31
EPT-LIPU-348-FAX	InnTechnology Inc	\$1,108.31
Interfaces - Internet Billing System (IBS)		
EPT-LIPU-479-IBS	ANTLabs EZXCESS	\$1,108.31
EPT-DEV-452-IBS	Cisco BBSM	\$1,108.31
EPT-LIPU-489-IBS	Guest Tek	\$1,108.31
EPT-EAI-L19D-IBS	iBahn Internet Billing	\$1,108.31
EPT-LIPU-469-IBS	IP3 Networks 1-Way	\$1,108.31
EPT-LIPU-490-IBS	IP3 Networks 2-Way	\$1,108.31
EPT-LIPU-434-IBS	Nomadix RSI	\$1,108.31
EPT-LIPU-453-IBS	Nomadix POS Format	\$1,108.31
EPT-DEV-491-IBS	Stayonline	\$1,108.31

EPT-DEV-489-IBS	SuperClick Networks	\$1,108.31
EPT-LIPU-428-IBS	TUT System 2000	\$1,108.31
EPT-LIPU-391-IBS	WayPort Internet Access System	\$1,108.31

Interfaces - Key Locking System (KSS)

EPT-LIPU-481-KSS	IJWS VC-3000 emulation	\$1,108.31
EPT-LIPU-255-KSS	ILCO Unican 700-11	\$1,108.31
EPT-LIPU-241-KSS	Saflock System 5000	\$1,108.31
EPT-EAI-L018D-KSS	Saflock System 6000	\$1,108.31
EPT-LIPU-244-KSS	KSS TESA/Onity HT24	\$1,108.31
EPT-EAI-L028D-KSS	TESA/Onity HT24 KSS	\$1,108.31
EPT-LIPU-188-KSS	TimeLox 2000/2300	\$1,108.31
EPT-LIPU-454-KSS	Uniqey Format 4	\$1,108.31
EPT-LIPU-277-KSS	VingCard VC2100	\$1,108.31
EPT-LIPU-444-KSS	VingCard VC2100 (w/ Multi Key Support)	\$1,108.31
EPT-EAI-L029D-KSS	VingCard 2100 KSS	\$1,108.31
EPT-LIPU-259-KSS	KSS VingCard VC3000/Vision	\$1,108.31

Interfaces - Mini Bar System (MBS)

EPT-LIPU-288-MBS	Bartech	\$1,108.31
EPT-LIPU-288-MBS	Dometic MiniBar DMS2000	\$1,108.31
EPT-DEV-420-MBS	Minbar Control Systems	\$1,108.31
EPT-LIPU-043-MBS	Robobar System 8	\$1,108.31
EPT-LIPU-137-MBS	ServiTron	\$1,108.31

Interfaces - Multi Purpose System (MPS)

EPT-LIPU-007-MPS	Telectron	\$1,108.31
EPT-EAI-L007D-PCG	3C Credit Card Swipe, DCC	\$1,108.31
EPT-EAI-L004D-PCG	Elavon (SDC) CC Swipe, Gift Card	\$1,108.31
EPT-EAI-L003D-PCG	ServeBase CC Swipe, Chip and Pin, DCC	\$1,108.31
EPT-EAI-L016D-SHIFT4	Shift4 Payment Processing System Interface	\$1,108.31

Interfaces - Point of Sale System Interfaces (POS)

EPT-LIPU-356-POS	Ibertech Aloha Table Service	\$1,108.31
EPT-LIPU-462-POS	Baron LRMS	\$1,108.31
EPT-LIPU-030-POS	CTC 100	\$1,108.31
EPT-LIPU-236-POS	Digital Dining	\$1,108.31
EPT-LIPU-390-POS	Fairways Systems (4700)	\$1,108.31
EPT-LIPU-267-POS	Gamma Systems Maitre'D Micros Protocol	\$1,108.31
EPT-DEV-253-POS	Hogadata	\$1,108.31
EPT-DEV-080-POS	InfoGenesis	\$1,108.31
EPT-DEV-357-POS	Infrasys Gourmate	\$1,108.31
EPT-LIPU-069-POS	Micros 1700/2700	\$1,108.31
EPT-LIPU-378-POS	Micros 2700C	\$1,108.31

EPT-LIPU-402-POS	Micros 3700	\$1,108.31
EPT-LIPU-022-POS	Micros 4700	\$1,108.31
EPT-LIPU-297-POS	Micros 8700	\$1,108.31
EPT-LIPU-355-POS	MicroTrends SpaSoft (8700)	\$1,108.31
EPT-DEV-480-POS	Nirvana Activities System	\$1,108.31
EPT-LIPU-430-POS	PixelPoint 2000 (4700)	\$1,108.31
EPT-LIPU-450-POS	ProSolutions ProSpa/ProSalon (8700)	\$1,108.31
EPT-LIPU-051-POS	RDC POSitouch	\$1,108.31
EPT-LIPU-344-POS	RIO Leisure Management System	\$1,108.31
EPT-DEV-498-POS	SpaBiz	\$1,108.31
EPT-EAI-132-POS	Squirrel IP Interface	\$1,108.31
EPT-LIPU-132-POS	Squirrel	\$1,108.31
SWMDIFPOSUNI	Uniwell	\$1,108.31
EPT-EAI-L002D-POS	Zonal Aztec	\$1,108.31

Interfaces - Telephone Management System Interfaces (TMS)

EPT-LIPU-373-TMS	Alcatel 4400	\$1,108.31
EPT-DEV-037-TMS	AT&T Definity	\$1,108.31
EPT-LIPU-097-TMS	I/F TMS Mitel SX-200/200 ICP	\$1,108.31
EPT-EAI-L031D-TMS	AT&T Definity (ASCII and Transparent)	\$1,108.31
EPT-LIPU-018-TMS	AT&T Dimension	\$1,108.31
EPT-LIPU-377-TMS	AT&T Definity InnOvations	\$1,108.31
EPT-DEV-054-TMS	AT&T System 75	\$1,108.31
EPT-LIPU-087-TMS	TMS Ltd Callstar Boss	\$1,108.31
EPT-EAI-L020D-TMS	CallStar Boss with wake-up call	\$1,108.31
EPT-EAI-L013D-TMS	Easylynq PBX	\$1,108.31
EPT-EAI-L023-PBX	Fujitsu 9600	\$1,108.31
EPT-LIPU-018-TMS	Hitachi DX/HCX5000	\$1,108.31
EPT-DEV-304-TMS	Jurudata Enterprise Datalink	\$1,108.31
EPT-EAI-L033D-TMS	Jurudata WinPac (JDS)	\$1,108.31
EPT-EAI-L022D-PBX	Mitel SX2000	\$1,108.31
EPT-LIPU-122-TMS	NEC NEAX 2400 M90-120	\$1,108.31
EPT-LIPU-176-TMS	NEC NEAX 2400 SDS/SDS-VS	\$1,108.31
EPT-LIPU-340-TMS	NEC NEAX 7400 ICS Model 100	\$1,108.31
EPT-LIPU-025-TMS	NORTEL SL-1	\$1,108.31
EPT-LIPU-245-TMS	Philips Sopho EAI Systems Manager	\$1,108.31
EPT-EAI-L009-TMS	Philips Sopho	\$1,108.31
EPT-LIPU-019-TMS	Rolm	\$1,108.31
EPT-LIPU-086-TMS	Satelcom International	\$1,108.31
EPT-LIPU-389-TMS	Siemens Hicom 150E/200/300	\$1,108.31
EPT-DEV-190-TMS	TAP (Data DPS)	\$1,108.31
EPT-EAI-L012D-TMS	TM+ TMS & CAS	\$1,108.31

Interfaces - Voice Mail System (VMS) & Guest Message Systems (GMS)

EPT-LIPU-273-VMS	Active Voice Repartee	\$1,108.31
EPT-LIPU-092-VMS	Centigram VoiceMemo	\$1,108.31

EPT-LIPU-346-VMS	VMS Innovation Voice Mail	\$1,108.31
EPT-EAI-L026D-VMS	InnOvations Voice Technologies	\$1,108.31
EPT-LIPU-178-VMS	Lucent Tech. Intuity Audix	\$1,108.31

Interfaces - Video Supply Service / In Room Entertainment (VSS)

EPT-DEV-437-VSS	Eclipse v1.2	\$1,108.31
EPT-DEV-108-VSS	GuestServ	\$1,108.31
EPT-EAI-L025D-VSS	iBahn ETV	\$1,108.31
EPT-LIPU-468-VSS	KoolConnect Interactive Media	\$1,108.31
EPT-LIPU-039-VSS	Lodgenet System 2000	\$1,108.31
EPT-EAI-L032D-VSS	LodgeNet	\$1,108.31
EPT-DEV-412-VSS	Internet Billing InterTou	\$1,108.31
EPT-LIPU-482-VSS	nStreams In-Room Entertainment	\$1,108.31
EPT-LIPU-459-VSS	NXTV Mark2	\$1,108.31
EPT-LIPU-153-VSS	On Command Video	\$1,108.31
EPT-EAI-L027D-VSS	On Command	\$1,108.31
EPT-DEV-152-VSS	Pacific Pay Video	\$1,108.31
EPT-DEV-091-VSS	Prodac V5	\$1,108.31
EPT-LIPU-445-VSS	Quadriga Genesis	\$1,108.31
EPT-EAI-L021D-VSS	RoomLinx In-room Entertainment	\$1,108.31
EPT-EAI-L011D-VSS	Select TV	\$1,108.31
EPT-LIPU-053-VSS	Spectradyne	\$1,108.31
EPT-DEV-L015D-VSS	SuiteLynq SuiteTV	\$1,108.31
EPT-EAI-L001D-VSS	VDA Multimedia Spa (Envision)	\$1,108.31

Interfaces - Other Application Interfaces

EPT-EAI-757-CRM	Serenata CRM Data Upload	\$2,770.78
	Condo Management Software (Condotelware)	\$2,770.78
EPT-EAI-616C2	GuestWare	\$1,939.55
EPT-EAI-755-CRM	IJWS Check In/Out Kiosk Interface	\$1,108.31
EPT-KIOPMSINTF	Passkey CRS HTNG 1-way Reservation	
EPT-EAI-816C1-CRS	Delivery	\$2,770.78
EPT-PMSEXTYMIDEAS	IDeaS One Way Extract	\$2,770.78
EPT-PMSEXTOPTIMS	Optims One Way Extract	\$2,770.78

SIN 132-33 - Perpetual Software License - Epitome for Windows

Part #	Description	GSA Price
Property Management Software		
PMSPAKG	Epitome 4 Windows PMS Software License	\$55.42
Property Management Solution Add - On Modules		
EPT-PMSEXTB/O	Back Office File Extraction Software	\$1,385.39
EPT-EVENTMGR	Events Manager Module	\$1,662.47
EPT-PMSEXTDIGALC	Digital Alchemy File Extract	\$1,385.39
EPT-PMSEXT/M-TECH	Espresso / HotSOS Extraction	\$1,385.39
EPT-PMSGIFT	Gift Certificate Management	\$1,662.47
EPT-PMSCOMP	Comp Certificate Management	\$1,662.47
EPT-PMSSUNDRY	Sundries Module	\$1,662.47
PMSWHOLE	Epitome Wholesaler Module	\$1,662.47
EPT-PMSEXTYMIDEAS	Yield Management File Extract - 1-Way IDeaS	\$1,385.39
EPT-EAI-001S2-SAC	Interface SAC Delphi/Breeze v7.x & v8.x (eTransport)	\$1,385.39
Interfaces - Call Accounting		
EPT-DEV-048-CAS	ABIC	\$1,108.31
EPT-DEV-320-CAS	Interface CAS AT&T HOBIC	\$1,108.31
EPT-DEV-133-CAS	Accutel	\$1,108.31
EPT-DEV-121-CAS	Aselsan TTM6500	\$1,108.31
EPT-DEV-052-CAS	AT&T Cash	\$1,108.31
EPT-DEV-199-CAS	Auditech	\$1,108.31
EPT-DEV-040-CAS	Bitek	\$1,108.31
EPT-DEV-239-CAS	Call Account Sys (Loxley Co Ltd.)	\$1,108.31
EPT-DEV-136-CAS	C-Com 100	\$1,108.31
EPT-DEV-140-CAS	CMIS	\$1,108.31
EPT-DEV-062-TMS	CMS CASH	\$1,108.31
EPT-DEV-034-CAS	CSI Telemate	\$1,108.31
EPT-DEV-200-CAS	CSS Print	\$1,108.31
EPT-DEV-295-CAS	Comm Accounting Switchview	\$1,108.31
EPT-DEV-435-CAS	Compco Call Accounting (EMORY)	\$1,108.31
EPT-DEV-465-CAS	Compco .NET	\$1,108.31
EPT-DEV-001-CAS	Comdev	\$1,108.31
EPT-DEV-015-CAS	Control Key	\$1,108.31
EPT-DEV-174-CAS	DBA Comms FM5000	\$1,108.31
EPT-DEV-114-CAS	Datapulse Ltd	\$1,108.31
EPT-DEV-060-CAS	Ericsson MD110 CAS	\$1,108.31
EPT-DEV-197-PAS	Ericsson - PAS	\$1,108.31
EPT-DEV-296-CAS	Estech Systems PhoneBill	\$1,108.31
EPT-DEV-047-CAS	Fujitsu Focus	\$1,108.31
EPT-DEV-172-CAS	Fujitsu Focus Elite	\$1,108.31
EPT-DEV-294-CAS	Globe Telecom	\$1,108.31

EPT-DEV-195-CAS	GTE Omni	\$1,108.31
EPT-DEV-073-CAS	GTD 1000	\$1,108.31
EPT-DEV-268-CAS	Hotelacom inc. Task II	\$1,108.31
EPT-DEV-287-CAS	InterTel CaBB Accounting System	\$1,108.31
EPT-DEV-226-CAS	Intertelephonie	\$1,108.31
EPT-DEV-143-CAS	InSr AS400	\$1,108.31
EPT-DEV-260-CAS	MDR 5000	\$1,108.31
EPT-DEV-313-CAS	Jacey Computer Systems	\$1,108.31
EPT-DEV-337-CAS	Keals Bus Sys	\$1,108.31
EPT-DEV-256-CAS	MerriBB Lynch Conference Centre	\$1,108.31
EPT-DEV-042-CAS	Micro-Tel Microcall	\$1,108.31
EPT-DEV-401-CAS	Militel Call Accounting	\$1,108.31
EPT-DEV-041-CAS	Moscom	\$1,108.31
EPT-DEV-011-CAS	NEC Astra-PHACS	\$1,108.31
EPT-DEV-338-CAS	NEC NEAX 2400	\$1,108.31
EPT-DEV-106-CAS	Northern Telecom DMS100	\$1,108.31
EPT-DEV-311-CAS	Nortel SL-1CAS	\$1,108.31
EPT-DEV-159-CAS	Nortel SL-1 CDR	\$1,108.31
EPT-DEV-221-CAS	Nortel SL-1 Muscat MainF	\$1,108.31
EPT-DEV-180-CAS	Omni/FAX	\$1,108.31
EPT-DEV-165-CAS	Parc 50	\$1,108.31
EPT-DEV-010-CAS	Philips PHS CAS	\$1,108.31
EPT-DEV-182-CAS	RENA	\$1,108.31
EPT-DEV-184-CAS	ReView	\$1,108.31
EPT-DEV-331-CAS	ROLM	\$1,108.31
EPT-DEV-342-CAS	Samsung Inforex	\$1,108.31
EPT-DEV-334-CAS	Scientl/FIC Development Tech	\$1,108.31
EPT-DEV-460-GND	SDD Jazz C/I-C/O Interface.	\$1,108.31
EPT-DEV-224-CAS	Soft-Com Scout Smarthob	\$1,108.31
EPT-DEV-235-CAS	Softel	\$1,108.31
EPT-DEV-111-CAS	Stryker	\$1,108.31
EPT-DEV-170-CAS	Quant	\$1,108.31
EPT-DEV-139-CAS	Sykes (Std Tel Post)	\$1,108.31
EPT-DEV-156-CAS	Synergy	\$1,108.31
EPT-DEV-463-CAS	SOCSE Call Accounting	\$1,108.31
EPT-DEV-192-CAS	Sodeco BTN-40	\$1,108.31
EPT-DEV-031-CAS	Telco Research	\$1,108.31
EPT-DEV-138-CAS	Telecom	\$1,108.31
EPT-DEV-125-CAS	Telecom Australia 9600 M	\$1,108.31
EPT-DEV-185-CAS	Telecom Australia 9600 L	\$1,108.31
EPT-DEV-147-CAS	Telecost ASCOM PTY TABSCAS	\$1,108.31
EPT-DEV-046-CAS	Telematic RBC-Mini	\$1,108.31
EPT-DEV-066-CAS	Telephonie Memoprint	\$1,108.31
EPT-DEV-318-CAS	Teletronics Orbi-Tel	\$1,108.31
EPT-DEV-061-GND	TelSystems HMS-400	\$1,108.31
EPT-DEV-475-CAS	TelSoft Solutions	\$1,108.31
EPT-DEV-064-CAS	Thompson P40	\$1,108.31

EPT-DEV-151-CAS	Trak-A-Dial	\$1,108.31
EPT-DEV-284-CAS	TriBase Systems TelTalk	\$1,108.31
EPT-DEV-285-CAS	Software Systems TROBB/RMS	\$1,108.31

Interfaces - Energy Management Systems (EMS)

EPT-DEV-345-EMS	Alern Technologies	\$1,108.31
EPT-DEV-451-EMS	Ambiance by Genetic	\$1,108.31
EPT-DEV-077-EMS	ASA Controls VISTA	\$1,108.31
EPT-DEV-322-EMS	BenaBBa BENA2000	\$1,108.31
EPT-DEV-103-EMS	Centaurus Pegasus	\$1,108.31
EPT-DEV-341-EMS	Elemco Building Controls	\$1,108.31
EPT-DEV-415-EMS	EMCS Energy Management Systems	\$1,108.31
EPT-DEV-251-EMS	Energrated Systems	\$1,108.31
EPT-DEV-038-EMS	Function Devices Inc Ebenezer	\$1,108.31
EPT-DEV-333-EMS	Functional Devices PC Energy	\$1,108.31
EPT-DEV-093-EMS	HoneyweBB	\$1,108.31
EPT-DEV-309-EMS	Johnson Controls BMS	\$1,108.31
EPT-DEV-329-EMS	KMC Controls KMD-5100	\$1,108.31
EPT-DEV-142-EMS	Kovi	\$1,108.31
EPT-DEV-336-EMS	Landis & Gyr Inc	\$1,108.31
EPT-DEV-265-EMS	Micronic Key Truster	\$1,108.31
EPT-DEV-298-EMS	NRG Mgmt Systems IRIS	\$1,108.31
EPT-DEV-076-EMS	Scientific Atlanta	\$1,108.31
EPT-DEV-032-EMS	Robertshaw System 110	\$1,108.31
EPT-DEV-186-EMS	UT-7000	\$1,108.31

Interfaces - Fax Systems (FAX)

EPT-DEV-286-FAX	Teledex Message Central	\$1,108.31
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Interfaces - Internet Billing System (IBS)

EPT-EAI-L006D-IBS	EONA	\$1,108.31
EPT-DEV-400-IBS	Aerovision Internet Billing	\$1,108.31
EPT-DEV-486-IBS	Amtium HSIA	\$1,108.31
EPT-DEV-433-IBS	Atreus GuestLINK	\$1,108.31
EPT-DEV-414-IBS	BVR Internet Billing	\$1,108.31
EPT-DEV-413-IBS	Darwin Network	\$1,108.31
EPT-DEV-446-IBS	Egress by Viatorr Networks	\$1,108.31
EPT-DEV-429-IBS	Forinet (Billing Only - HOBIC)	\$1,108.31
EPT-DEV-424-IBS	Globalloop Hotel v1.22	\$1,108.31
EPT-DEV-407-IBS	NetGame Internet Billing	\$1,108.31
EPT-DEV-426-IBS	Siemens Futureway V1	\$1,108.31
EPT-DEV-418-IBS	Show Digital HDS	\$1,108.31
EPT-DEV-439-IBS	SolutionIP	\$1,108.31
EPT-DEV-471-IBS	SolutionsIP 2-way	\$1,108.31
EPT-DEV-474-IBS	Systech Telecom Ltd	\$1,108.31
EPT-DEV-448-IBS	Travel Net Technologies DataValet	\$1,108.31
EPT-DEV-431-IBS	View Inn VBP v1.0	\$1,108.31

EPT-DEV-493-IBS	Western Telecom Speedway	\$1,108.31
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Interfaces - Key Locking System (KSS)

EPT-DEV-372-KSS	CDS DuraLock	\$1,108.31
EPT-DEV-399-KSS	CDS DuraLock (Network Version)	\$1,108.31
EPT-DEV-217-KSS	CISA KeyCard System	\$1,108.31
EPT-DEV-166-KSS	Fontaine	\$1,108.31
EPT-DEV-107-MSS	GuestKey	\$1,108.31
EPT-DEV-026-KSS	Marlok	\$1,108.31
EPT-DEV-464-KSS	Miwa Lock Co	\$1,108.31
EPT-DEV-257-KSS	Nukey Systems Ltd	\$1,108.31
EPT-DEV-445-VSS	Quadriga Genesis	\$1,108.31
EPT-DEV-272-KSS	Saflock 4000	\$1,108.31
EPT-DEV-119-KSS	Sargent System 45 CPC-31-8	\$1,108.31
EPT-DEV-332-KSS	SystemTeq TEQLOK	\$1,108.31
EPT-DEV-244-KSS	Teas / Onity HT24	\$1,108.31
EPT-DEV-202-KSS	Uniqey	\$1,108.31
EPT-DEV-124-KSS	VingCard 1090	\$1,108.31
EPT-DEV-158-KSS	VingCard 1080	\$1,108.31
EPT-DEV-444-KSS	VingCard 2100 (w/ Multi Key Support)	\$1,108.31
EPT-DEV-281-KSS	Yaletronics	\$1,108.31

Interfaces - Mini Bar System (MBS)

EPT-DEV-319-MBS	Alphatel System	\$1,108.31
EPT-DEV-458-MBS	Atlantic Mini-Fridge (Billing Only)	\$1,108.31
EPT-DEV-126-MBS	Barvendorf	\$1,108.31
EPT-DEV-071-MBS	Electrolux MBS2000	\$1,108.31
EPT-DEV-036-MBS	HABISys	\$1,108.31
EPT-DEV-177-MBS	Hegequip Minibar	\$1,108.31
EPT-DEV-483-MBS	KoolTech Mini Bar	\$1,108.31
EPT-DEV-420-MBS	Minibar control systems	\$1,108.31
EPT-DEV-240-MBS	RoomSystem Inc	\$1,108.31
EPT-DEV-063-MBS	Tempustech	\$1,108.31

Interfaces - Multi Purpose System (MPS)

EPT-DEV-358-MPS	Integram	\$1,108.31
EPT-DEV-394-MPS	Hypercom	\$1,108.31
EPT-DEV-467-MPS	Nevotek VIP Suite	\$1,108.31
EPT-DEV-405-MPS	VMS Multi Purpose	\$1,108.31

Interfaces - Point of Sale System Interfaces (POS)

EPT-DEV-384-POS	Abacus 21	\$1,108.31
EPT-DEV-191-POS	ACR	\$1,108.31
EPT-DEV-215-POS	ADS Anker 48/49	\$1,108.31
EPT-DEV-422-POS	Cabaret	\$1,108.31
EPT-DEV-146-POS	CABS	\$1,108.31
EPT-DEV-440-POS	CAM Commerce Solutions Retail STAR	\$1,108.31
EPT-DEV-261-POS	Club Systems Inc	\$1,108.31

EPT-DEV-198-POS	CARE	\$1,108.31
EPT-DEV-303-POS	Computer Golf System	\$1,108.31
EPT-DEV-293-POS	Compol System DesigniGEN	\$1,108.31
EPT-DEV-398-POS	Compris Technologies SWEDA	\$1,108.31
EPT-DEV-247-POS	Comtrex System Corp	\$1,108.31
EPT-DEV-204-POS	Counter Solutions	\$1,108.31
EPT-DEV-370-POS	Double Eagle Systems Inc	\$1,108.31
EPT-DEV-023-POS	DTS 571	\$1,108.31
EPT-DEV-470-POS	Elizabeth Arden Spas	\$1,108.31
EPT-DEV-494-POS	Envision Salon and Spa (Posting Only)	\$1,108.31
EPT-DEV-321-POS	Evangel EVS	\$1,108.31
EPT-DEV-100-POS	Fisher	\$1,108.31
EPT-DEV-367-POS	Forsys Silverware	\$1,108.31
EPT-DEV-269-POS	Gamma Systems Maitre'D NCR2760	
EPT-DEV-072-POS	Protocol	\$1,108.31
EPT-DEV-466-POS	Hotel shiBBA for NT	\$1,108.31
EPT-DEV-328-POS	Integrated Business Systems	\$1,108.31
EPT-DEV-473-POS	IS-POS	\$1,108.31
EPT-DEV-307-POS	Jonas (4700)	\$1,108.31
EPT-DEV-267-POS	Liberty Sys Int'l	\$1,108.31
EPT-DEV-021-POS	Maitre'D POS	\$1,108.31
EPT-DEV-312-POS	Micros 470/473	\$1,108.31
EPT-DEV-214-POS	Mirage Retail Systems	\$1,108.31
EPT-DEV-005-POS	NCD Uch n'Serve	\$1,108.31
EPT-DEV-045-POS	NCR 2160	\$1,108.31
EPT-DEV-315-POS	NCR 2126	\$1,108.31
EPT-DEV-102-POS	NCR 2170	\$1,108.31
EPT-DEV-068-POS	NCR 2760	\$1,108.31
EPT-DEV-201-POS	Nixdorf 8862	\$1,108.31
EPT-DEV-058-POS	OMNI Sagamore	\$1,108.31
EPT-DEV-266-POS	Omron RS25.5500/8500	\$1,108.31
EPT-DEV-330-POS	Omron RS5541	\$1,108.31
EPT-DEV-263-POS	Omron RS7000	\$1,108.31
EPT-DEV-237-POS	PAR Business Systems	\$1,108.31
EPT-DEV-393-POS	POS Merchant Technologies	\$1,108.31
EPT-DEV-050-POS	POSTech	\$1,108.31
EPT-DEV-002-POS	Remanco HMS (RMS 1700)	\$1,108.31
EPT-DEV-369-POS	Remanco RMS/Vision	\$1,108.31
EPT-DEV-449-POS	Restaurant Computer Solutions	\$1,108.31
EPT-DEV-478-POS	Restaurant Manager (2700)	\$1,108.31
EPT-DEV-427-POS	Retail Anywhere	\$1,108.31
EPT-DEV-279-POS	Retail Pro	\$1,108.31
EPT-DEV-417-POS	RMS uch System 1-100	\$1,108.31
EPT-DEV-397-POS	Sable POS	\$1,108.31
EPT-DEV-203-POS	Siriusware	\$1,108.31
EPT-DEV-117-POS	Smyth Systems Imager II/2000	\$1,108.31
EPT-DEV-461-POS	TEC-FDS300	\$1,108.31
	Tee Time King (8700)	\$1,108.31

EPT-DEV-308-POS	Tzoetc Assoc.	\$1,108.31
EPT-DEV-270-POS	Uch Information Sys.	\$1,108.31
EPT-DEV-084-POS	Vital Technologies	\$1,108.31
EPT-DEV-280-POS	World Data Systems Co	\$1,108.31

Interfaces - Safe Management System (SMS)

EPT-DEV-074-SMS	ElSafe	\$1,108.31
EPT-DEV-423-SMS	Hotech Safe Management	\$1,108.31

Telephone Management System Interfaces (TMS)

EPT-DEV-157-TMS	Al Bustan Telectron	\$1,108.31
EPT-DEV-112-TMS	Alcatel 5200 BCS	\$1,108.31
EPT-DEV-168-TMS	Alcatel Opus	\$1,108.31
EPT-DEV-229-TMS	Alcatel Opus 4000/4300L	\$1,108.31
EPT-DEV-169-TMS	Alcatel SEL	\$1,108.31
EPT-DEV-155-TMS	Alcatel BeBB	\$1,108.31
EPT-DEV-366-TMS	Applied Voice Technology	\$1,108.31
EPT-DEV-209-TMS	AT&T Dimension International	\$1,108.31
EPT-DEV-115-TMS	AT&T 5ESS	\$1,108.31
EPT-DEV-396-TMS	Beijing Yang	\$1,108.31
EPT-DEV-085-TMS	Compart	\$1,108.31
EPT-DEV-148-TMS	CREA-6	\$1,108.31
EPT-DEV-278-TMS	Datacom Solusindo 4.XXp	\$1,108.31
EPT-DEV-365-TMS	Datacom Solusindo Gateway	\$1,108.31
EPT-DEV-113-TMS	Datapulse Ltd	\$1,108.31
EPT-DEV-314-TMS	Digital Voice DBX 1200/5000	\$1,108.31
EPT-DEV-362-TMS	Ericsson ASB150A	\$1,108.31
EPT-DEV-317-TMS	Ericsson BP150	\$1,108.31
EPT-DEV-059-TMS	Ericsson MD110 TMS	\$1,108.31
EPT-DEV-104-TMS	Goldstar GSPARC-Inbound	\$1,108.31
EPT-DEV-227-TMS	Hitachi ES2000	\$1,108.31
EPT-DEV-193-TMS	Informatel	\$1,108.31
EPT-DEV-222-TMS	Intertelephone	\$1,108.31
EPT-DEV-105-TMS	Goldstar GSPARC-Outbound	\$1,108.31
EPT-DEV-135-TMS	Federal Computer Services (FCS) PCI	\$1,108.31
EPT-DEV-410-TMS	Fujitsu E600	\$1,108.31
EPT-DEV-095-TMS	Fujitsu FETEX-640	\$1,108.31
EPT-DEV-207-TMS	Fujitsu Starlog 2	\$1,108.31
EPT-DEV-326-TMS	Fujitsu Statusphere	\$1,108.31
EPT-DEV-109-TMS	Gefat	\$1,108.31
EPT-DEV-067-TMS	GfeBBer GFX	\$1,108.31
EPT-DEV-078-TMS	GTE Omni TMS	\$1,108.31
EPT-DEV-149-GND	GTE Omni Guest Name Display	\$1,108.31
EPT-DEV-028-TMS	Harris 20-20	\$1,108.31
EPT-DEV-070-TMS	Hitachi EX-10	\$1,108.31
EPT-DEV-289-TMS	Hotel ShiBBa PABX	\$1,108.31
EPT-DEV-234-TMS	Alcatel OPUS 4300M	\$1,108.31

EPT-DEV-160-TMS	Lante	\$1,108.31
EPT-DEV-044-TMS	Memorex Telex	\$1,108.31
EPT-DEV-094-TMS	Micrologica	\$1,108.31
EPT-DEV-110-TMS	Moscom H5000	\$1,108.31
EPT-DEV-003-TMS	NEC NEAX 1400/2400 M60	\$1,108.31
EPT-DEV-162-TMS	NEC NEAX 22	\$1,108.31
EPT-DEV-082-TMS	NORTEL 503	\$1,108.31
EPT-DEV-154-TMS	OKI Spectrum 4000	\$1,108.31
EPT-DEV-194-TMS	OKI 10X	\$1,108.31
EPT-DEV-079-TMS	Olivetti M20	\$1,108.31
EPT-DEV-409-TMS	Panasonic KME PBX	\$1,108.31
EPT-DEV-009-TMS	Philips PHS	\$1,108.31
EPT-DEV-049-TMS	Philips 3800	\$1,108.31
EPT-DEV-189-TMS	Q-NIX	\$1,108.31
EPT-DEV-075-GND	Rolm 8000	\$1,108.31
EPT-DEV-163-TMS	Samsung	\$1,108.31
EPT-DEV-228-TMS	SoTelco	\$1,108.31
EPT-DEV-392-TMS	Ssangmi GT&T	\$1,108.31
EPT-DEV-088-TMS	STC Starswitch	\$1,108.31
EPT-DEV-243-TMS	Tie Communications Switch	\$1,108.31
EPT-DEV-379-TMS	Tadiran Telecom	\$1,108.31
EPT-DEV-065-TMS	Thompson P40	\$1,108.31
EPT-DEV-118-TMS	Telecom Australia 9600M	\$1,108.31
EPT-DEV-164-GND	Telecom Australia 9600 M	\$1,108.31
EPT-DEV-492-TMS	Telecom Eye	\$1,108.31
EPT-DEV-144-TMS	Telecom	\$1,108.31
EPT-DEV-441-TMS	Tiger Communication	\$1,108.31
EPT-DEV-089-TMS	T&NL 6030	\$1,108.31
EPT-DEV-274-TMS	Unimat 4080	\$1,108.31

Interfaces - Voice Mail System (VMS) & Guest Message Systems (GMS)

EPT-DEV-323-VMS	Applied Voice tech CallXpress3	\$1,108.31
EPT-DEV-343-GMS	Diethelm Guest Message System	\$1,108.31
EPT-DEV-246-VMS	Digital Speech Systems	\$1,108.31
EPT-DEV-210-VMS	Homisco HVMS	\$1,108.31
EPT-DEV-218-VMS	Ipex Vocal	\$1,108.31
EPT-DEV-262-VMS	Octel Voice Processing Module	\$1,108.31
EPT-DEV-262-VMS	Philips Sopho HVMS	\$1,108.31
EPT-DEV-339-VMS	Proactive Technology Ltd	\$1,108.31
EPT-DEV-208-VMS	Samsung Voice Mail	\$1,108.31
EPT-DEV-395-VMS	Telekol IntegraX	\$1,108.31
EPT-DEV-238-VMS	TMS Ltd. Voicelink	\$1,108.31
EPT-DEV-254-VMS	Dey Communications	\$1,108.31

EPT-DEV-374-VMS	VIP Voice Mail	\$1,108.31
EPT-DEV-411-VMS	VoiceNet	\$1,108.31
EPT-DEV-363-VMS	Voice Systems Research COvoice/Digital M	\$1,108.31

Interfaces - Video Supply Service / In Room Entertainment (VSS)

EPT-DEV-276-VSS	AATS Pay TV	\$1,108.31
EPT-DEV-167-VSS	Asis	\$1,108.31
EPT-DEV-375-VSS	ASSUS Revision 7	\$1,108.31
EPT-DEV-081-IRM	DynaVision HOTELVISION	\$1,108.31
EPT-DEV-101-IRM	Cablecom Int'l	\$1,108.31
EPT-DEV-216-VSS	Cablecom International	\$1,108.31
EPT-DEV-131-VSS	Comsat	\$1,108.31
EPT-DEV-183-IRM	Comstat	\$1,108.31
EPT-DEV-472-VSS	Extenway	\$1,108.31
EPT-DEV-099-VSS	Fee Lun Engineering	\$1,108.31
EPT-DEV-225-VSS	Finlux GuestLink	\$1,108.31
EPT-DEV-442-VSS	General Dynamics Intrigue (Type 1)	\$1,108.31
EPT-DEV-335-IRM	Hospitality Network Billing	\$1,108.31
EPT-DEV-433-VSS	IATS Intelmovie v1.0	\$1,108.31
EPT-DEV-150-VSS	Image Stream	\$1,108.31
EPT-DEV-196-VSS	ITM interactive	\$1,108.31
EPT-DEV-258-VSS	IT&T COM Domotev	\$1,108.31
EPT-DEV-123-VSS	Langley Communications	\$1,108.31
EPT-DEV-436-VSS	Locatel MMC2	\$1,108.31
EPT-DEV-419-VSS	Lquest Worldroom Video	\$1,108.31
EPT-DEV-320-VSS	Movielink MDS	\$1,108.31
EPT-DEV-425-VSS	NEOS In Rm Entertainment Sys v1.1	\$1,108.31
EPT-DEV-404-VSS	Net2 Room.Com	\$1,108.31
EPT-DEV-434-VSS	nStreams v1.0	\$1,108.31
EPT-DEV-485-VSS	Otrum Global - MF-PB11	\$1,108.31
EPT-DEV-171-IRM	Pioneer CATV	\$1,108.31
EPT-DEV-128-VSS	Precision Electronics	\$1,108.31
EPT-DEV-242-VSS	Prodac v4.8	\$1,108.31
EPT-DEV-091-VSS	Prodac v5.x	\$1,108.31
EPT-DEV-416-VSS	STSN/iBahn VSS/IBS	\$1,108.31
EPT-DEV-127-MSS	Teleste	\$1,108.31
EPT-DEV-368-VSS	Triple Crown Revision E	\$1,108.31
EPT-DEV-152-IRM	TWC Pay TV	\$1,108.31
EPT-DEV-008-VSS	Redl/Fussion Dataview	\$1,108.31
EPT-DEV-004-IRM	Spectradyne IRM	\$1,108.31
EPT-DEV-487-VSS	Sunniwell Broadband	\$1,108.31
EPT-DEV-421-VSS	Svoda	\$1,108.31
EPT-DEV-120-VSS	Triple Crown Electronics Ltd	\$1,108.31
EPT-DEV-457-VSS	Video On Demand v1.0	\$1,108.31
EPT-DEV-083-VSS	Vidnetics PIRCS	\$1,108.31

Interfaces - Other Application Interfaces

EPT-EAI-757-CRM	Serenata CRM Data Upload	\$2,770.78
EPT-EAI-616C2	Condo Management Software (Condotelware)	\$2,770.78
EPT-EAI-755-CRM	GuestWare	\$1,939.55
EPT-KIOPMSINTF	IJWS Check In/Out Kiosk Interface	\$1,108.31
EPT-EAI-816C1-CRS	Passkey CRS HTNG 1-way Reservation Delivery	\$2,770.78
EPT-PMSEXTYMIDEAS	IDeaS One Way Extract	\$2,770.78
EPT-PMSEXTOPTIMS	Optims One Way Extract	\$2,770.78
EPT-DEV-349-RCS	QuickCheck Systems	\$2,770.78
EPT-DEV-364-TKS	WPS Ticket Validation System	\$2,770.78
EPT-DEV-601-TKS	Custom Gateway Ticketing	\$2,770.78

SIN 132-33 Perpetual Software License - Core

Part#	SIN	Description	GSA Price
Central Reservation Software			
CHO-ENTCOREPKG	132-33	Core Lic core Enterprise Package	\$26,876.57
CHO-ENT-RESPT-B2B	132-33	ResPortal	\$4,710.33
CHO-ENTCISMOD	132-33	Enterprise Consolidation - CIS	\$6,428.21
CHO-CORE-CROMOD	132-33	Call Center Module - CRO	\$7,148.61
CHO-ENTGDSCONNECT	132-33	GDS Connectivity, via WizCom	\$4,876.57
CHO-ENT-TBS-IDS	132-33	IDS Connectivity	\$2,327.46
CHO-ENTMGTMOD	132-33	Management Console	\$1,385.39
Interfaces - Central Reservation			
CHO-ENTCOREEXP-QC	132-33	Expedia QuickConnect	\$4,156.17
CHO-ENTCOREPEG-GDS	132-33	Pegasus Ultraswitch	\$5,541.56
COR-EAI-655-CRS	132-33	Passkey CRS 1-Way	\$2,770.78
EPT-PMS-2WAY-IDEAS	132-33	2-way IDeaS Interface	\$4,156.17

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

MAI Systems Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact.

Primary Point of Contact:

Patricia Elias
Infor (US), Inc.
380 Saint Peter Street
St. Paul, MN 55102

651.767.4866 (office)
651.767.4927 (fax)
Patty.Elias@Infor.com

AGREEMENT NUMBER: _____

THIS SOFTWARE LICENSE AGREEMENT (the “Agreement”) is made between **Infor (US), Inc.** (“Infor”) and the ordering activity as defined in the FAR clause at 8.401 (“Licensee”) as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) “**Affiliate**” means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) “**Component System**” means any one of the computer software programs which is identified in the applicable Order Form as a Component System. “**Component Systems**” refers, collectively, to every Component System listed in the applicable Order Form between the parties.

(c) “**Confidential Information**” means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) 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 Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(d) “**Delivery Address**” means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.

(e) “**Delivery Date**” means, 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, or (c) the date that Licensee actually receives the Component System.

(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 a Component System.

(h) “**Documented Defect**” means a material deviation between the then-current, general release version of the 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' control.

(i) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.

(j) "**Equipment**" means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

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

(l) "**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 Component Systems, have executed an Infor-approved non-disclosure agreement and paid any applicable fees.

(m) "**Marketing Associate**" means a third party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.

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

(o) "**Order Form**" means each order form or similar ordering document (including all

Software Supplements) between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.

(p) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.

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

(r) "**Software Supplement**" means, with respect to a Component System, a modification to the Agreement that contains additional terms, conditions, limitations and/or other information pertaining to that Component System that are agreed to by the parties in writing and are signed by a warranted contracting officer and Infor.

(s) "**Source Code**" means computer programs written in higher-level programming languages and readable by humans.

(t) "**Support Agreement**" means the Software Support Agreement entered into between the parties as of the Effective Date.

(u) "**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**").

(v) "**User Restriction**" means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

2. Right to Grant License and Ownership. Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and

interest to, or has the right to license, the Component Systems.

3. License. Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee's own, internal computing operations. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs 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.

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

(b) Additional Restrictions on Use of the Component Systems. Licensee's use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Component

Systems to be used by, or disclose all or any part of the Component Systems to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code ("Key") may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

(c) 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 Component Systems. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Component Systems.

(d) Notice. To use any of the Component Systems, Licensee may also need to obtain, install 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 request information about such necessary software products, database software products and software/hardware peripherals.

(e) Source Code. Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. If the

Order Form grants Licensee a license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System 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 Component System ("**Derivative Works**"), even if solely created by Licensee pursuant to a license to use Source Code hereunder. 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 (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form), 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.

4. **Delivery.** Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

5. **Payment and Taxes.**

(a) **Payment.** Licensee will pay Infor all license fees (as specified on an Order Form) within fifteen (15) days of the Order Form Date and all invoices within fifteen (15) days of the date of invoice. Late payments are subject to the highest rate permitted by applicable law.

(b) **Taxes and Shipping Charges.** Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) and shipping charges relating to this Agreement, the Component Systems, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due upon Licensee's receipt thereof. If Licensee is the United States government it is exempt from paying state and local taxes. Provided that Licensee provides Infor with such reasonable supporting documentation as is requested by Infor evidencing Licensee's tax exempt status, no such charges for state and local taxes will apply.

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

(a) **Limited Software Warranty by Infor and Remedy For Breach.** Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of

the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) 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 COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, 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, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) Abrogation of Limited Warranty. Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 6(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is

changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED 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 COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.**

(e) HIGH RISK ACTIVITIES. **THE COMPONENT SYSTEMS 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 COMPONENT SYSTEMS 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 COMPONENT SYSTEMS IN SUCH APPLICATIONS.**

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not 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 Component Systems and any software programs provided with the Component Systems, 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 Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity.

8. Indemnity by Infor. Infor will indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Component System 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) If Licensee represents its own interests in any such action, Licensee may do so at its own expense, and Infor shall have the right to act as an intervener, at its own expense.; (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 Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System 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 Component System

under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System 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 Component System(s) 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 Component System. 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. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay license fees), 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 Agreement (including all Order Forms hereunder). 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 (including all Order Forms hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty 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 Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, 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 either party pursuing any other remedies available to it.

10. Notices. All notices and other communications required or permitted under this Agreement or required by law 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 on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: Associate General Counsel, 380 Saint Peter Street, St. Paul, MN 55102, FAX number 651-767-4927, or to such other place as Infor may subsequently designate for its receipt of notices.

11. Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, 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 may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

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 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 COMPONENT SYSTEMS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL 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 SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

17. Audit Rights. At the written request of Infor, but no more than annually, the ordering activity shall review its records and systems to verify compliance with the terms of this Agreement, each applicable Order Form, and the master Federal Supply Schedule 70 contract. If such review reveals that the ordering activity 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 it licensed pursuant to this Agreement), the ordering activity will promptly pay any license fees due as well as any applicable

late charges in accordance with the Prompt Payment Act.

18. Miscellaneous. Infor shall be permitted to reference this Agreement in one or more press releases; otherwise, no public statements concerning the existence or terms of this Agreement will be made or released to any medium except with the prior approval of both parties or as required by law. Infor and Licensee are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference.

19. Entire Agreement. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify this Agreement, unless executed in the form of a written bilateral modification as provide in the next sentence. 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. This Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

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

Effective Date: _____

Infor (US), Inc.

LICENSEE: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Signature Date: _____

Signature Date: _____

AGREEMENT NUMBER:

THIS SOFTWARE SUPPORT AGREEMENT (the “Support Agreement”) is made between Infor (US), Inc. (“Infor”) and the ordering activity as defined in the FAR clause at 8.401 (“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, No Waiver and; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, 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 as of the Effective Date.

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) not to exceed the “Annual Escalation Percentage Cap” (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support 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. If Licensee is the United States government it is exempt from paying state and local taxes. Provided that Licensee provides Infor with such reasonable supporting documentation as is requested by Infor evidencing Licensee's tax exempt status, no such charges for state and local taxes will apply.

(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 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 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 PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER 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.** Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement, unless executed in the form of a written bilateral modification as provided in the next sentence. 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. This Support 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 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.

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

Effective Date: _____

Infor (US), Inc.

LICENSEE: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Signature Date: _____

Signature Date: _____

THIS SOFTWARE SERVICES AGREEMENT (the “Services Agreement”) is made between **Infor (US), Inc.** (“Infor”) and **the ordering** activity as defined in the FAR clause at 8.401 (“Licensee”) as of the Effective Date. The parties agree as follows:

1. **Definitions.**

(a) “**Affiliate**” means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) “**Confidential Information**” means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) “**Discloser**” means the party providing Confidential Information to the Recipient.

(d) “**Effective Date**” means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) “**Equipment**” means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) “**Intellectual Property Rights**” means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) “**Licensed Software**” means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) “**Recipient**” means the party receiving Confidential Information of the Discloser.

(i) “**Residual Knowledge**” means ideas, concepts, know-how or techniques related to the Discloser’s technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) “**Services**” means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) “**Work Order**” has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. Services.

(a) Work Orders. Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "Work Order"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) Conditions On Providing Services. Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services 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 Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the

extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

3. Payment and Taxes.

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services 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 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 Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof. If Licensee is the United States government it is exempt from paying state and local taxes. Provided that Licensee provides Infor with such reasonable supporting documentation as is requested by Infor evidencing Licensee's tax exempt status, no such charges for state and local taxes will apply.

4. Limited Warranty and Disclaimer of Warranties.

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services 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 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE**

LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.

5. Confidential Information. Except as otherwise permitted under this Services Agreement, the Recipient will not 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 Services 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. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

6. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), 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 Services Agreement (including all Work Orders hereunder). 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 Services Agreement (including all Work Orders hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

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

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

7. Notices. All notices and other communications required or permitted under this Services Agreement or required by law 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 on the signature page of this Services Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Infor, Attention: Associate General Counsel, 380 Saint Peter Street, St. Paul, MN 55102, USA, FAX number 651-767-4927, or to such other place as Infor may subsequently designate for its receipt of notices.

8. Force Majeure. Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, 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.

9. Assignment. Intentionally Omitted.

10. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Services 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.

11. Choice of Law; Severability. This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services 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.

12. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product.

14. Non-Solicitation of Employees. During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as

an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Services project at Licensee's location (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

15. Entire Agreement. Any purchase order or similar document, which may be issued by Licensee in connection with this Services Agreement does not modify this Services Agreement, unless executed in the form of a written bilateral modification as provided in the next sentence. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services 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. This Services Agreement and all Work Orders may be signed in counterparts.

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

Effective Date: _____

Infor (US), Inc.

LICENSEE: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Signature Date: _____

Signature Date: _____

DEALERS AUTHORIZED BY INFOR TO SELL UNDER CONTRACT GS-35F-0598W

Infor Public Sector, Inc.

Data Universal Numbering System (DUNS) Number: 105916506

Type of Contractor - C – Large Business

Woman-Owned Small Business - No

CAGE Code: 1JTS6