



AWS Marketplace - Software as a Service Agreement

This Software as a Service Agreement (the "Agreement") is between Infor (US), LLC ("Infor") and the party subscribing to the Subscription Services ("Customer") through the AWS Marketplace. This Agreement is offered by Infor on the AWS Marketplace subject to Customer's acceptance indicated by Customer clicking "Create Contract" on the AWS Marketplace. The parties agree as follows:

1. Definitions.

"AIMS" or **"Infor Augmented Intelligence Service"** allows use of Infor's artificial intelligence managed service up to the usage limits for the corresponding service level (level 1, 2, 3 or 4) as set forth in the Infor Augmented Intelligence Service limits at https://docs.infor.com/inforos/2021.x/en-us/iaiservice_1_0/default.html. Usage in excess of any usage limit requires a subscription to the appropriate level of Infor's Augmented Intelligence Service.

"Affiliate" means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where "Control" means the ownership of greater than 50% of such entity's capital stock.

"Applicable Law" means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

"Authorized Users" means employees and contractors of Customer and its Affiliates.

"AWS Marketplace" means the software marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

"Confidential Information" means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by Recipient without use of Confidential Information; or (v) is a comment or suggestion about the other party's products or services.

"Customer Data" means information provided, entered or uploaded by Authorized Users into the Software. Customer Data is Confidential Information of Customer.

"Defect" means a material deviation between the then current, general release version of the Software and its Documentation.

"Discloser" means the party providing Confidential Information to the Recipient.

"Documentation" means the then current Infor provided generally available operating and technical documentation relating to the features, functions, and operation of the Software.

"Initial Subscription Term" means the initial subscription period selected by Customer as part of the Standard Contract Listing commencing on the date of acceptance of this Agreement indicated by Customer clicking "Create contract" on the AWS Marketplace.

"Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks, trade secrets and service marks.

"Personal Data" means information that includes any non-public personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection law. Personal Data is a subset of Customer Data.

"Recipient" means the party receiving Confidential Information of Discloser.

"Renewal Term" means any renewal term of Customer's right to access the Software and Subscription Services following expiration of the Initial Subscription Term.

"Software" means the Infor augmented intelligence with Infor OS software programs identified in the Standard Contract Listing to which Infor provides remote access as part of the Subscription Services. Software includes Updates.

"Standard Contract Listing" means an offer by Infor, as set forth in the detail page on the AWS Marketplace, to subscribe to the Software for a specific use capacity and provide Subscription Services therefor subject to this Agreement, including Infor's policies and procedures referenced or incorporated in the detail page.

"Subscription Fees" means the fees for the Subscription Services set forth in the Standard Contract Listing.

“Subscription Services” means the hosting, management and operation of the Software, and Support, by Infor.

“Subscription Term” means the Initial Subscription Term or any Renewal Term, as applicable.

“Support” means, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor’s support helpline, (b) installing, when and if generally available, Updates; and (c) using reasonable efforts to correct or circumvent any Defect. Support does not include professional services, including, without limitation, any of configuration, installation or implementation. Unless otherwise specified in the Standard Contract Listing, the level of Support Infor will provide Customer hereunder will be CXTP – Infor Premium (24x7) – a description of which can be found at <http://www.infor.com/cloud/subscription/>.

“TECH” or “Tech Platform” allows use of the Infor OS platform technology up to the usage limits for the corresponding service tier (Essentials, Professional, Enterprise) as set forth in the Infor OS Service Limits <https://docs.infor.com/inforos/12.0.x/en-us/usagelimits/default.html> plus any additional subscription quantities duly authorized by Customer pursuant to the Standard Contract Listing and this Agreement. Use in excess of any usage limit requires a subscription to the appropriate tier or a subscription for an additional quantity of permitted use where applicable.

“Third-Party Offerings” means products and services that are provided by third parties, interoperate with the Software or Subscription Services, and are licensed under such third parties’ own applicable license terms.

“Updates” means generally available updates, enhancements or modifications to the then current, general release version of the Software that are not separately priced as new products.

“User Restriction” means AIMS (Infor Augmented Intelligence Service) and TECH (Tech Platform) and any other limitation on the Software or Subscription Services identified in the Standard Contract Listing (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

“UserID” means a unique user identification credential used in combination with a unique password to access the Software and Subscription Services.

2. Intellectual Property Rights and Restrictions.

a. **Rights Grant by Infor.** Subject to this Agreement and the Standard Contract Listing, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in an operating environment hosted by Infor, the Software and use the Subscription Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates within the United States. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.

b. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.

c. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Software; (ii) using the Software or Subscription Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Software or Subscription Services or Documentation to be used by, or disclosing all or any part of the Software or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Subscription Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Subscription Services; or (vi) providing Customer Data that violates third party rights.

d. **Export Restrictions.** Customer acknowledges the Software and Subscription Services are U.S. origin and supported from the U.S., in whole or part, and are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Software or Subscription Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

e. **No Implied Rights.** Any rights not expressly granted in this Agreement are expressly reserved.

3. Subscription Services.

a. **Generally.** Infor will provide the Subscription Services, as more particularly described in the Service Level Agreement applicable to the Subscription Software and Subscription Services which can be found at: <https://www.infor.com/service-level-description> discussing availability, scheduled maintenance, business continuity, disaster recovery, and Support. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the Service Level Agreement, the provisions of the Service Level Agreement shall govern and control.

b. Security. Infor's Information Security Plan, setting forth the security measures with respect to the Software and Subscription Services, is referenced at: <https://www.infor.com/security-plan>. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the Information Security Plan, the provisions of the Information Security Plan shall govern and control.

c. User Accounts. Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords through the Software interface. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer's account. Customer will immediately notify Infor of any unauthorized use of UserIDs.

d. Connectivity. Customer is responsible for ensuring latency and available bandwidth from Authorized Users' devices to Infor's hosted routers are adequate to meet Customer's desired level of performance.

e. Customizations. Customizations are not permitted in the hosted environment. "Customizations" means modifications to the generally available Software other than configurations and extensions created by Authorized Users via the standard user interface or tools included in the generally available Software.

f. Abrogation of Support. Infor has no Support obligations to the extent caused by (i) Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

g. Migration. Infor reserves the right to migrate Customer from an existing single tenant environment for the Subscription Services to a new multi-tenant environment for the Subscription Services, and Customer will be notified in advance of such change, if and when it occurs.

4. Payment and Taxes.

a. Fees. Payment terms are specified in the Standard Contract Listing. Customer shall be responsible for reasonable fees associated with third party collection efforts actually as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.

b. Taxes. Customer is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the fees and will be invoiced to Customer.

5. Warranties.

a. Limited Software Warranty. Infor warrants the Software will operate without a Defect during the Initial Subscription Term. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Software giving rise to the breach within a reasonable period of time. If Infor is unable to repair or replace such Software within a reasonable period of time, Infor may terminate the access rights for that Software and promptly refund to Customer the unused portion of the Subscription Fee if any, paid to Infor for the Subscription Services giving rise to the warranty claim.

b. Malicious Code. Infor warrants it will use generally accepted industry tools and practices to provide Software and Subscription Services that do not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to modify, delete, damage, deactivate or disable Customer Data.

c. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) any Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

d. Corporate Power. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement.

e. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THE SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.**

f. **FAILURE OF ESSENTIAL PURPOSE. THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

6. Confidential Information.

a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this Agreement. 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 10 years after termination of this Agreement.

b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.

c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.

d. If Applicable Law requires a written agreement setting forth the parties' obligations with respect to Personal Data, Infor's Data Protection Agreement for Customers located at www.infor.com/data-protection-agreements is hereby incorporated by reference with the same force and effect as though fully set forth herein. The parties agree that signatures to the Agreement are deemed signatures to the Data Protection Agreement and the Standard Contractual Clauses (if applicable).

7. Indemnity by Infor.

a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") that the Software or Subscription Services infringe any Intellectual Property Rights of others, when used by Authorized Users in accordance with this Agreement.

b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise.

c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations; or (2) any Customer deployed Third Party Offerings.

d. If any Software (or Subscription Services) is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Software (or Subscription Services) per the terms of this Agreement; (2) replace the Software with software (or Subscription Services with services) that is substantially equivalent in function, or modify the Software (or Subscription Services) so that it becomes non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate this Agreement and refund to Customer the un-used portion of the paid Subscription Fee, if any, for the Software and Subscription Services giving rise to the Claim. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

a. Term. As selected by Customer under the Standard Contract Listing as of the effective date of this Agreement, the Subscription Term shall either (i) terminate at the end of the Initial Subscription Term or (ii) renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Upon the effectiveness of termination at the end of the Initial Subscription Term or non-renewal of the Subscription Term for additional Renewal Terms, as the case may be, Customer's rights to the applicable Software and Subscription Services shall immediately terminate. Further, Infor reserves the right to suspend access to the Subscription Software and Subscription Services in the event of any past due Subscription Fees and in the event Subscription Fees are not paid prior to the applicable Renewal Term to which they apply.

b. Right of Termination. If either party breaches any material obligation in this Agreement and/or the Standard Contract Listing and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate this Agreement by providing written notice to the breaching party. Notice of an alleged Defect does not constitute notice of material breach for purposes of this Section.

c. **Effect of Termination.** Upon the effectiveness of expiration or termination of the Subscription Term, this Agreement shall terminate and Customer's rights to the applicable Software and Subscription Services shall immediately terminate. Expiration or termination of this Agreement will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein.

d. **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of this Agreement.

9. LIMITATIONS OF LIABILITY.

a. **LIMITED LIABILITY.** EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) AND CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE HEREUNDER, THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO SOFTWARE OR SUBSCRIPTION SERVICES WILL NOT EXCEED THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE SOFTWARE OR SUBSCRIPTION SERVICES GIVING RISE TO THE LIABILITY.

b. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS THIRD PARTY LICENSORS (IN THE CASE OF INFOR) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.

c. **EXCLUDED LIABILITIES.** THE TERM "EXCLUDED LIABILITIES" MEANS: (I) INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) A PARTY'S WILLFUL MISCONDUCT.

d. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), SHALL NOT EXCEED 3 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE HEREUNDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.

10. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 133 Peachtree Street NE, 24th Floor, Atlanta, GA 30303 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.

11. Force Majeure.

a. 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, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a "Force Majeure Event").

b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within 15 days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

12. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other's prior consent, assign or transfer this Agreement to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach

of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.

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, and all related disputes and claims hereto, shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief.

15. Usage check. Infor will check usage of Customer's compliance with this Agreement and the Standard Contract Listing. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional Software usage or, if none, Infor's then current rates for such Software usage.

16. Independent Contractors. Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.

17. Insurance. During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.

18. Compliance with Laws. In relation to the Subscription Services, each party will comply with Applicable Law.

19. Miscellaneous. This Agreement together with the Standard Contract Listing, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.