**Exhibit A**

**(Professional Services)**

Infor’s provision of Professional Services is subject to this Agreement, including the additional terms below.

1. **Definitions**.

“**Professional Services**” means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Support.

“**Work Order**” means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therefore.

1. **Work Orders**. Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor’s then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.

1. **Scheduling and Cancellation of Scheduled Professional Services**. While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least four 4 weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for such Professional Services as if Infor had performed such Professional Services on the scheduled date(s) and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor at least 14 days prior to the scheduled date(s) that it wishes to reschedule or cancel such Professional Services.
2. **Conditions on Providing Professional Services**. Customer must assign a project manager who will assume responsibility for the management of the project for which the Professional Services are provided. Customer will establish the overall project direction, including assigning and managing the Customer’s project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the “Work Product”); however, to the extent such Work Product contains Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates.
3. **Payment of Professional Services Fees**. Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.
4. **Limited Professional Services Warranty and Remedy for Breach**. Infor warrants it will render all Professional Services with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor’s provision of the Professional Services that are subject to the warranty claim.
5. **Right of Termination**. If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Renewal Period on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party’s other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.