

Infor Service Level Agreement

Service Availability – Infor’s goal is to provide access to the services at Infor’s Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor’s service level objective is 99.5% Availability, measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- “Scheduled Available Minutes” are the total minutes in a month, less the number of Scheduled Maintenance minutes in the applicable month.
- “Available Minutes” is the number of Scheduled Available Minutes in a month, less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- “Availability” is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30-day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is $41,160 / 41,280 = 99.7\%$.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor’s reasonable control (for example, a network or device failure at Licensee’s site or between Licensee and Infor’s data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor’s direct control (e.g., DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee’s employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee’s request;
- Outages that result from Licensee’s equipment, software, or other technology and/or third-party equipment, software, or other technology (other than those which are under Infor’s direct control); and
- Performance degradation due to Licensee’s use of the services in excess of the scope of Licensee’s license, usage restrictions, or product limitations outlined in the applicable Agreement.

Recovery Point Objective – The Recovery Point Objective (“RPO”) describes the acceptable amount of data loss measured in time and is the point in time to which data will be recovered. The service levels include an RPO of up to one (1) hour for Multi-Tenant products.

Recovery Time Objective – The Recovery Time Objective (“RTO”) is the duration of time within which Subscription Services will be restored after declaration of a disaster. The Subscription Services will be operational within an RTO of twelve (12) hours for Multi-Tenant products.