

## SERVICES WORK ORDER

This Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement between **Infor Mexico SOFTWARES S.A. de C.V.** ("Infor") and **Grupo Gal.** ("Licensee") with an Effective Date of February 23th, 2015 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order: February 23th, 2015 Work Order Number:

Prepared By: Arturo Hernández Reynoso Approved By: Gloria Quevedo

Project Name:	<b>Scanning Developments WMS</b>
Objective:	<b>Scanning Developments WMS</b>
<b>Project Scope</b>	
<b><u>Infor WMS Scope:</u></b> <ul style="list-style-type: none"> <li>• Quick documentation of the requirement</li> <li>• Development</li> <li>• Unit Testing</li> <li>• Integration testing</li> <li>• Deployment at Grupo Gal</li> <li>• Support post Deployment for issues</li> <li>• Currently the system does not ask the user to confirm the serial numbers when he is picking the full quantity of a lot from a location/LPN as the concept is why to do so since everything is being picked so the system can retrieve the information. GrupoGal would like the system to always ask for serials even if full quantity is being picked. This is basically the change. However, since this can be done from several screens, we accounted for 5 days to develop, test fully as well as support the customer testing.</li> </ul>	
<b>Project Deliverables</b>	
Weekly Report from the activities delivered in this week	
<b>Project Assumptions</b>	
Grupo Gal will be the responsible to assign and manage the activities of the Infor Consultants	
<b>Project Exclusions</b>	
<ul style="list-style-type: none"> <li>• INFOR will not be responsible for any problems that may be attributed to Hardware and Database suppliers or any third party involved in the consultation process of this proposal, such as products or equipment deficiencies or quality and functionality thereof.</li> </ul>	
<b>Infor Responsibilities</b>	
<ul style="list-style-type: none"> <li>• INFOR agrees to use personnel qualified and duly trained in different specialties required for the execution of the work regarded in this proposal.</li> <li>• INFOR agrees to manage the Change Management Procedure.</li> </ul>	

- INFOR agrees to coordinate both their own and the outsourced resources assuming the role of primary supplier.
- INFOR will not be responsible for any problems that may be attributed to Hardware and Database suppliers or any third party involved in the consultation process of this proposal, such as products or equipment deficiencies or quality and functionality thereof.
- INFOR will not be responsible for waiting times in the delivery of products, equipment and / or software base, or response times of the authorized channels of support from the suppliers.
- INFOR will not be responsible for the quality and / or accuracy of the data loaded into the system as these will only be transferred as opening balances of clients and suppliers' portfolios, inventories, scales, backorders of sales, purchases and manufacturing to a new repository.
- INFOR does not assume Operating System Management and / or users and backup Databases responsibilities, and application management in general or any of its components, as these responsibilities belong to the **GRUPO GAL** Systems Department.
- INFOR is not responsible for third party developments or errors caused by them.

#### Licensee Responsibilities

- Allocate the resources for the project and confirm the project team.
- Provide ease to use material resources for the making of the project, like an office dedicated to the project team, faxing, phone and internet facilities, computer equipment as well as rooms equipped to provide the training courses at the site.
- Assign users who will receive training on the software functionality stated in the scope.
- Provide all documentation in the dates defined in the work plan. Seek approval for the deliverables before its release.
- Key Users will be responsible of transmitting the knowledge acquired to their end users.
- The System Administrator will be responsible of the applications maintenance, user administration, peripherals maintenance and menu customization as well as the administration of the security framework.
- GRUPO GAL will be responsible of the general uploads of information.
- **GRUPO GAL** is responsible for the proper functionality of third party systems that are not owned by INFOR, and the development of input and output interfaces directly to these systems.
- **GRUPO GAL** agrees to provide and demand, under professional supervision, the use of safety and personal protection equipment according to the **GRUPO GAL** internal safety rules, to all personnel assigned by INFOR to the execution of the work regarded in this proposal.

#### Services Fee Estimates

Concept	Days	Rate per Day(USD)	Cost (USD)
Specialist Service	5	\$ 1,428.00	\$ 7,140.00
Discount			\$ 7,140.00
Total Cost			0

#### Comercial Conditions

Our Work Order is based on the following conditions and restrictions:

Projec determined Time and Materials

The solution Not Include Source Code



Invoices should be paid by GRUPO GAL with a maximum of 30 days after the date of receipt of the invoice and must be paid in U.S. Dollars or its equivalent in Mexican pesos at the exchange rate established in the Journal of the federation. The amounts in this Work Order does not include VAT, which will be added.

In this Work Order are not including travel expenses required in the project according to the estimates in the same day.

Services provided remotely, either by phone, fax or Internet access to remote server GRUPO GAL will be billed based on the rates established in this Task Order.

In the absence of payment of invoices for professional services, INFOR reserves the right to suspend the project until these have been paid. The project will resume once paid the bills delayed implementing the change control procedure.

In case there is any change we considered in the work plan worked GRUPO GAL, if required add new functionality or when a substantial variation of this Task Order is anticipated, both parties must agree in writing additional work and amend this Work Order correspondingly by request change control.

Infor ensures that the services provided will be in total conformity with the provisions of this Work Order, for a period of ninety (90) calendar days before the customizations developed in the project, and thirty (30) calendar days prior to the parameterization that the model developed for GRUPO GAL is made, all counted from the date of completion of the Services.

Subject to the terms and conditions of the Service Agreement and the License Agreement signed by the parties, Infor grants Licensee a non-transferable perpetual, non-exclusive and on the source codes of developments from the project, which will be delivered to the licensee to end thereof to internal computer operations Licensee

**\*All amounts are in US Dollars unless otherwise specified**

Estimated time and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly. All services are provided on a time and materials basis and are billed [monthly]. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at :\$80 per hour OR one-half the normal rate. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

**LOCATIONS:** Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

**PAYMENT:** Infor will invoice Licensee for all services and applicable charges on a [monthly] basis, as Infor renders the services or Licensee incurs the charges, as applicable. Licensee will pay each Infor invoice within 30) days of the date of invoice.

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

**INFOR MEXICO SOFTWARES S.A. DE C.V.**

Signature: \_\_\_\_\_

**LICENSEE: Grupo Gal**

Signature: \_\_\_\_\_

Eric Diaz E.

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**Invoices MUST be mailed to:**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**Delivery Address:  
If different from above**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Licensee Site Addresses:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Engagement Manager:</b> Gloria Quevedo	
<b>CLARITY USERS</b>	
<b>Time Approver:</b>	<b>Alternate Approver:</b>
<b>Item Class:</b>	<b>Product:</b>