

**AGREEMENT FOR  
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM SOLUTION  
SOFTWARE LICENSES, SUPPORT AND SUBSCRIPTION SERVICES  
In Association with  
RFP 742-11378 Enterprise Resource Planning (ERP) System Solution and Professional  
Services**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_ 2016 (“Effective Date”), is by and between the City of Fort Lauderdale, a Florida municipal corporation, (“City” or “Licensee”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and between **Infor (US), Inc.** (Contractor), a Delaware corporation authorized to transact business in the State of Florida, (“Infor” or “Contractor”), Inc., whose address and phone number are \_\_\_\_\_.

Infor, in connection with the proposal response to Request for Proposal No. 742-11378, submitted by Ciber, Inc. (Contractor/Implementer) will provide certain Enterprise Resource Planning Infor and third party software as reflected on the on-premises and SaaS order forms (“Order Forms”) attached hereto as Exhibits A and B. Pricing and product listing is on the Order Forms.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**I. PURPOSE AND DOCUMENTS**

The Parties understand that the Agreement, together with that certain Master Services Agreement between the City and Ciber Inc., is the result of City’s procurement process and negotiations relating to Request for Proposal (“RFP”) No. 742-11378. The comprehensive solution proposed by Ciber Inc. and Infor, Inc. (Contractors), and accepted by City is an on premise and vendor-hosted, ERP solution comprising of various components. This Agreement includes software licenses (“Software License Agreement”), subscription License (“Subscription License and Services Agreement” and the support agreement (“Software Support Agreement”) escrow agreement to the Software License Agreement (“Escrow Addendum”) attached hereto as Exhibits C, D, E and F, respectively. For avoidance of doubt, this Agreement represents a separate negotiation solely between Infor and the City, Infor is not party to the agreement between Ciber and the City to deliver the functionality/performance obligations defined in the RFP.

All contract documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement
- B. Second, Exhibits C, D and E.

- C. Third, Exhibits A and B
- D. Fourth, Exhibit F

## **II. AGREEMENT TERM**

The Term of the Agreement is for twelve (12) years.

## **III. ADDITIONAL ENTITIES**

Provided that Licensee is not in breach of the Agreements, including its obligations to pay all fees when due and payable, is active on Support, and provided that such Component Systems are then-currently made generally available for licensing to all Infor customers, then during the period commencing on the Order Form Date, and ending five (5) years from Order Form Date, Infor agrees to extend an option to purchase the Component Systems listed in this Order Form to other public sector entities located in the Florida Counties of Broward, Palm, and Miami-Dade (“Additional Customers”), at a discount of 25% off of the then-current list price for such Component Systems plus XTP (or XT where applicable) Support Fees equal to twenty-two percent (22%) of the net License Fee. Each Additional Customer must execute a Software License Agreement, Software Support Agreement and Order Form directly with Infor for the License and Support of such Component Systems.

Licensee may provide any such Additional Customer with hosting services for such Component Systems, subject to a separate agreement between Licensee and such Additional Customer, so long as Licensee and the Additional Customer maintain a valid license and continue to purchase available Support for the Component Systems directly from Infor. Notwithstanding any provision in this Order Form or the Agreement to the contrary, Licensee must obtain approval from any Third Party Licensor before hosting any Third Party Product on behalf of an Additional Customer.

## **IV. QUALITY**

Contractor acknowledges and agrees that all material shall be first quality and that items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by City.

## **V. EMPLOYMENT AND PERSONNEL**

### **1) Independent Contractor**

This is not an Agreement of partnership or employment of Contractor or any of Contractor employees by City. Contractor is an independent contractor for all purposes under this Agreement. Contractor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind City.

## 2) Personnel Qualifications

Contractor shall perform its services in a professional and workman like manner and shall only use qualified and experienced personnel.

## 3) Contractor Personnel Requirements

a) Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

b) Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon City's premises shall obey the reasonable rules and regulations that are established by City and shall comply with the reasonable directions of City's officers. City may, at any time, request and Contractor will not reasonably deny the removal and replacement of any of Contractor employee(s).

## 4) Contractor' Responsibility for Employees

Contractor shall be responsible for the acts of its employees and agents while on City's premises. Accordingly, Contractor agrees to take all necessary and reasonable measures to prevent injury and loss to persons or property located on City's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair or cause to repair, to the mutually agreed specifications, any damage that it, or its employees or agents, may cause to City's premises or equipment.

## **VI. REMOTE ACCESS**

The Contractor will not access any software product separately licensed by the City ("Licensed Program(s)") remotely without prior authorization from the City.

The parties envision that Services to City's production, development and/or test environment may be provided by remote electronic means (remote access). The manner, including any security restrictions, method, equipment, software and other considerations for remote access shall be provided on a request by request basis subject to City's internal security requirements. City, at its own expense, shall provide the equipment and software at its location to permit remote access by Contractor. Contractor, at its own expense, shall provide the equipment and software at its location to permit remote access by Contractor to City. Physical access for Contractor personnel to the System as necessary during Services to allow Contractor to perform Services shall be provided by City.

Contractor will assume its respective telephone access costs incurred to perform Services on the System by remote access. Contractor represents and warrants that while performing Services by remote access it will use all commercially available methods not to transmit any type of undocumented software routines or other elements which are designed to, or capable of, permitting, allowing, or causing: (a) unauthorized access to or intrusion upon; (b) disabling of; (c) erasure of; or (d) interference with any hardware, software, data or peripheral equipment whether

directly or by transference. In the event of a breach of this representation and warranty, Contractor, to the extent caused by Contractor, shall be responsible for, and pay City for, any and all actual direct damages, costs and reasonable expenses incurred by City by reason of the breach within thirty (30) calendar days after Contract Coordinator's written demand for same.

## **VII. THIS SECTION NOT USED**

## **VIII. SOFTWARE DOCUMENTATION**

Contractor shall provide, at no additional charge, software documentation that describes in detail the operation of the software. Contractor warrants that all such documentation provided by Contractor shall accurately describe the operation of the software in all material respects.

## **IX. ISSUE RESOLUTION**

City and Contractor agree to use their best reasonable efforts to resolve promptly any functional, technical, and any other issue that may arise during the course of the Agreement. However, each party acknowledges that certain issues, by their nature, may require more time to resolve and in these situations, each party agrees to use its good faith and best reasonable efforts to expedite the resolution as soon as practicable and without delay.

## **X. SOFTWARE CODE IN ESCROW**

The Vendor shall place the source code for the Infor software licensed by the City via the Software License Agreement and listed in Exhibit G hereto with an independent third-party escrow service provider (Iron Mountain) located within the United States, (the "Escrow Agent"), pursuant to the Escrow Addendum attached hereto as Exhibit F. The Software to be included in for Escrow is listed in Exhibits "G".

The Vendor shall keep the escrowed source code current with the release(s) and version(s) of the Software in live use at the City. The Vendor shall update the copy of the source code kept by the Escrow Agent with the most current release or version used at the City at least every six or twelve months, depending upon the software product being escrowed.

The Vendor's agreement with the Escrow Agent shall provide that the Escrow Agent's duties shall be free of charge to the City.

## **XI. GENERAL CONDITIONS**

### **A. Funds Appropriation**

The Contractor understands and acknowledges that the City's purchase under this Agreement are and remain subject to annual budget appropriations. Thus, the obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal

period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law. Should funds not be appropriated any time after the first year of this Agreement, the City will provide at least thirty (30) days' notice to Contractor of such non-appropriation and any resulting necessary termination of this Agreement or any Exhibits hereto. Notwithstanding the foregoing, the City represents that upon signing of this Agreement, funds have been appropriated for the perpetually licensed software and for the initial year of the SaaS software and support (see Exhibits A-E),

## **B. Insurance**

(a) As a condition precedent to the effectiveness of this Agreement, Infor shall provide to the Licensee a certificate of commercial general liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensee's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors; and

(b) As a condition precedent to the effectiveness of this Agreement, Infor shall provide to the Licensee a certificate of business auto liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensee's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage (or bodily injury: \$250,000 each person, \$500,000 each occurrence, and property damage: \$100,000 each occurrence), including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability policy shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured; and

(c) In addition, as a condition precedent to the effectiveness of this Agreement, Infor shall provide to the City a certificate of worker's compensation insurance, including employer's liability, with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws.

## **C. Standard of Care**

Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance of the Work, represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a proper, workmanlike and dignified manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's

officers. The City may, at any time, require the removal and replacement of any of Contractor's employees for good cause.

Contractor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, or cause to repair, to the mutually agreed specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on Contractor's failure to do so, the City may repair such damage and Contractor shall reimburse the City promptly for the reasonable cost of repair.

Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.

#### **D. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement by the City are and shall remain the property of City; and Contractor disclaims any copyright in such materials. City acknowledges that Contractor is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Contractor will retain all right, title, and interest in and to all Contractor Materials. "Contractor Materials" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know how, that Contractor, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Contractor's duty of confidentiality to City. To the extent Contractor Materials are included in any Deliverable, Contractor will grant City a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, execute, reproduce, and modify such Contractor Materials, but only for Customer's internal use in conjunction with the Deliverable. Contractor's grant to City of any interest in the Services and Deliverables is effective only upon City's payment of all fees and charges invoiced by Contractor.

#### **E. Audit Right and Retention of Records**

City shall, upon reasonable advance notice to Contractor, have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are directly related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor, as applicable, shall make same available at no cost to City in written form.

Contractor shall preserve and make available, upon reasonable advance notice to Contractor, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. Nothing herein shall be deemed to conflict with the warranties, support and related remedies provided by Contractor in the Exhibits A-E hereto.

The Contractor shall maintain during the term of this Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**F. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**G. Non-Waiver**

The failure of the parties to insist upon strict performance of any terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by the other party as a waiver of the insisting party's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

## **H. Assignment**

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. Notwithstanding the forgoing, Infor may assign the Agreement in connection with a merger, acquisition or transfer of assets.

## **I. Conflicts**

Contractor agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding to which he, she or Contractor is not a party, unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required specifically by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

## **J. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

## **K. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

## **L. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

## **M. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

## **N. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein except, for avoidance of doubt, that certain 2010 license and support agreements entered into by the parties. . The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## **O. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## **P. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best reasonable efforts to remedy its inability to perform.

## **Q. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

## **R. Public Records**

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records at (954-828-5109, [mmaier@fortlauderdale.gov](mailto:mmaier@fortlauderdale.gov), and 100 N. Andrews Avenue, Information Technology Services, Fort Lauderdale, FL 33301) .

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records created by Contractor pursuant to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements except to the extent required by Contractor’s records management policies. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**S. Contractor Merger or Acquisition**

In the event that the Contractor is merged or acquired, Infor will use all commercially reasonable efforts to ensure that the acquiring entity shall honor all of the terms of the existing Agreement for the then-remaining term of the Agreement as set out in Section III. above.

**T. Video and Audio Recording**

City reserves the right to record video and/or audio of any and all training sessions, held at City site, Contractor site, or via teleconference. Use of such recordings shall be strictly for City staff training purposes.

**U. Data and Privacy**

1. All data supplied by the City related to the performance of a service remains the City's property.
2. Privacy Laws

The City and the Contractor are each responsible for complying with any obligations applying respectively to items under the applicable data protection and personal information protection laws ("Privacy Laws") governing the City's data.

If there is a security breach involving protected City data, the Contractor will notify the City promptly upon discovery and provide the City with the information needed about the breach necessary to meet the Contractor's and City's responsibilities and business needs.

3. Handling of Protected Data after Termination

Upon termination of this Agreement or at the City's request, the Contractor shall return or destroy protected information in accordance with Subsection XX.Z and in accordance with Florida law

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

ATTEST:

INFOR (US), INC.

\_\_\_\_\_  
Print Name: Complete this from Subiz

Title: secretary

If nobody else is listed, leave blank (lines only) for Contractor to complete

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ (title) for \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_



## Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between **Infor Public Sector, Inc.** ("Infor") and **City of Fort Lauderdale** ("Licensee") with an effective date of \_\_\_\_\_ (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

### I. Component Systems

#### PROD L2- Fort Lauderdale (3368907)

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**	Price per User
			Quantity	Type		
1	S3F-MRBAC	Infor Lawson Project Accounting±	10	NU	XTP	\$614.37
2	S3F-GMP	Infor Lawson Grant Management Package±	10	NU	XTP	\$508.45
3	S3F-FINPRO	Infor Lawson Financial Procurement Package±	125	NU	XTP	\$425.74
4	S3F-FINPROI	Infor Lawson Financial Procurement Package Inquiry±	580	NU	XTP	\$15.11
5	S3F-CLSRCN	Infor Lawson Close and Reconciliation Management	10	NU	XTP	\$762.67
6	S3F-CTM	Treasury Management	5	NU	XTP	\$1,694.82
7	S3S-RQC	Requisition Center	300	NU	XTP	\$29.94
8	S3S-MOBRQC	Mobile Requisitions	300	NU	XTP	Included
9	S3S-EPP	Procurement Punchout	300	NU	XTP	\$21.47
10	S3S-SRM	Supplier Relationship Mgmt Bundle	15	NU	XTP	\$1,790.86
11	S3S-SRMI	Supplier Relationship Mgmt Bundle Inquiry	100	NU	XTP	\$16.95
12	S3S-HBP	EDI for Supply Chain Management	12	CPUCORE	XTP	\$508.45
13	S3S-MSCM	Mobile Supply Chain Management	10	NU	XTP	\$1,101.63
14	S3S-MOBIC	Mobile Inventory	300	NU	XTP	Included
15	S3F-MOBAM	Mobile Assets	300	NU	XTP	Included
16	S3F-MOBFIN	Mobile Financials	300	NU	XTP	Included
17	S3F-MOBAC	Mobile Projects	300	NU	XTP	Included
18	S3F-MOBGM	Mobile Grants	300	NU	XTP	Included
19	S3A-FMAP	Financial and Project Analytics	20	NU	XTP	\$442.77
20	S3A-FMA	Financial Management Analytics	20	NU	XTP	Included
21	S3A-PAA	Project Accounting Analytics	20	NU	XTP	Included
22	S3A-SCA	Supply Chain Analytics	20	NU	XTP	\$428.28
23	BPP-PAL	Infor Process Automation	24	CPUCORE	XTP	\$282.47
24	ION-MINGLE-	Infor Ming.le with Smart Office (Lawson)	500	NU	XTP	\$53.31

	ISOS3					
25	UPP-LMUD	Infor Ming.le Mashup Designer for Lawson	5	NU	XTP	\$1,355.85
26	EPM-BI-LWS	Infor Business Intelligence for Lawson	70	NU	XTP	\$164.62
27	UPP-CRRNC	Crystal Reports XI (3 users)	3	NU	XTP	\$4.24
28	UPP-CRAS	Crystal Reports App Server	1	CPUCORE	XTP	\$423.70
29	UPP-CXENC	Xcelsius Engage 2008	1	NU	XTP	\$5,761.53
30	EPM-BI-ADMIN	Infor BI Professional	3	NU	XTP	\$1,920.51
31	EPM-BI-CONSUMER	Infor BI Consumer	70	NU	XTP	\$82.31
32	UPP-MOA	Microsoft Office Add Ins	25	NU	XTP	\$84.74
33	BPP-ISD	Infor Spreadsheet Designer	25	NU	XTP	\$84.74
34	ION-PROCESS-BV	Infor ION PROCESS with Business Vault	2	CPUCORE	XTP	\$10,168.91
35	TAM-LGHRP	Global Human Resources	2,500	US	XTP	\$1.00
36	TAM-LTACQP	Talent Acquisition	2,500	US	XTP	\$4.01
37	TAM-LCPAP	Comp Planning and Awarding	2,500	US	XTP	\$3.51
38	TAM-LGOALP	Goal Management	2,500	US	XTP	\$2.00
39	TAM-LPERFP	Performance Management	2,500	US	XTP	\$5.01
40	TAM-LLADP	Development Planning	2,500	US	XTP	\$3.01
41	TAM-LSMGTP	Succession Management	2,500	US	XTP	\$3.01
42	TAM-LGHPUS	Talent Mgmt Lang Pack US Eng (en-US)	1	ET	XTP	Included
43	TAM-MOBMGR	Infor Talent Manager	2,500	NU	XTP	Included
44	TAM-MOBRCT	Infor Mobile Recruiter	2,500	NU	XTP	Included
45	HRM-LTHRMP	Human Resource Management for Talent Management	2,500	US	XTP	\$5.82
46	HRM-LTMPRP	North American Payroll for Talent Management	2,500	US	XTP	\$5.82
47	HRM-LTSHRP	Employee & Manager for Talent Management	2,500	NU	XTP	\$4.09
48	HRM-MOBEMP	Mobile Employee	2,500	NU	XTP	Included
49	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP	\$3,580.00
50	BPP-MVX	MF COBOL Server Application Runtime - Windows	130	CU	XTP	\$170.00
51	HRM-BSIF	Bsi Tax Factory	2,500	EM	NAX	\$7.73
52	BPP-LSFD	Lawson System Foundation Commercial	12	CPUCORE	XTP	\$1,426.19
53	BPP-LMRK-NR	Landmark Technology Runtime	12	CPUCORE	XTP	Included
54	BPP-NOTIFY	Infor Notifications	300	NU	XTP	Included
55	BPP-MOBILA	Infor Landmark Administrator	1	NU	XTP	Included
56	EPM-DEPM-ADMIN	Infor d/EPM Professional	3	NU	XTP	\$1,186.71
57	EPM-DEPM-CONTRIBUTOR	Infor d/EPM Contributor	50	NU	XTP	\$313.63
58	EPM-DEPM-CONSUMER	Infor d/EPM Consumer	61	NU	XTP	\$123.62
59	EPM-BI-MAST-DEV	Infor BI ImportMaster Developer	1	NU	XT	\$3,839.75
60	EPM-BI-MAST-RT	Infor BI ImportMaster Runtime	1	SV	XT	\$639.96
61	EXM-XM	Infor Expense Management Expense Reports	500	NU	XTP	\$16.11
62	EXM-PR	Infor Expense Management Payment Requests	9,000	DO	XTP	\$0.93
63	ION-MINGLE-USER	Infor Ming.le Enterprise	380	NU	XTP	\$118.50

#### TEST L6- Fort Lauderdale

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**	Price per User
			Quantity	Type		
1	BPP-MVC	MF Visual COBOL for Windows Compiler	2	NU	XTP	\$3,580.00
2	BPP-MVX	MF COBOL Server Application Runtime - Windows	20	CU	XTP	\$170.00
						<b>Total License Fee: \$520,501.00</b>

\* If specified in the User Restriction field:

“**CPUCORE**” = **CPU Cores** - Quantity represents the maximum number of Central Processing Unit Cores (“CPU Cores”) visible to the operating system or utilized by the Component System at peak times. All CPU Cores utilized must be licensed.

“**CU**” = **Concurrent Users** - Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

“**DO**” = **Documents** - Means the maximum number of items that may be processed in or by the component system on an annual basis; and an item shall include, but not be limited to, each separate invoice, payment request, expense report, timesheet or image file, as applicable to the specified component system; and all items shall be counted against the maximum Quantity regardless of the status of each such item.

“**EM**” = **Employee** - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity). For licensing purposes, former employees and independent contractors of Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an “Anniversary”), Licensee will provide detail regarding the total number of Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.

“**ET**” = **Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement

“**NU**” = **Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

“**SV**” = **Server** - Component System is licensed to a specific named (by model/serial #) server. The price of the Component System license and corresponding Maintenance & Support does not relate to the size or power of the server. If the Licensee replaces or upgrades their server, the license must be transferred to the new machine.

“**US**” = **Users** - Allows access to the Component System up to the stated maximum number of individual users; Each separate log-on accessing the Component System will be counted as a separate user.

± Indicates the products with source code delivered as part of the purchase

#### \*\* Support Level:

Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

“**XT**” = Infor Essential (24x5) / “**XTP**” = Infor Premium (24x7) / “**XTE**” = Infor Elite (24x7) Plus

**NAX = NOT ON SUPPORT** - Licensee acknowledges it has elected to NOT purchase Support at this time and/or that Support Services are not available from Infor for the Component Systems set forth above. Accordingly, Licensee acknowledges and agrees that for so long as Licensee is NOT subscribing to Support, Licensee is not eligible for or entitled to: (a) any Updates and Upgrades or (b) any access (via Licensee’s use of the Internet, telephone or other means established by Infor) to: (i) Infor’s global helpline question and answer database; (ii) Infor’s incident tracking information database or (iii) qualified technical personnel for advice and consultation regarding Licensee’s use of the Component Systems. Licensee further acknowledges that any election or request by Licensee to either initially purchase or subsequently re-subscribe to purchase Support after any period of discontinuation is at the sole discretion of Infor and subject to Infor’s then current Support fee policies regarding eligibility, fees or any other terms and conditions that Infor may require or establish.

## II. Support Services

**Additional Annual Support Fee: \$109,379.00**

**Annual Escalation Percentage Cap (effective after the Initial Term):** 0% until the period ending 3 years from Order Form Date then 2% between the period ending 4 years from Order Form Date and 12 years from Order Form Date. Thereafter, the parties will negotiate any escalations in good faith. .

**Initial Term of Support:** Order Form Date through twelve (12) months from Order Form Date.

**Fee for Initial Term of Support :** **\$109,379.00**

**Subject to the Infor Master ERP Agreement, Article XI(A), Appropriations, the Committed Term of Support shall be : Order Form Date through five (5) years from Order Form Date**

**Total Amount Due (before applicable taxes):** **\$629,880.00**

**Payment Terms:**

Unless otherwise specified all amounts are in United States Dollar

Payment is due within 45 days of the receipt of invoice. Receipt of invoice shall mean the date that Infor emails invoices to Licensee's designee at the email address provided by Licensee.

**Currency:** USD

**Equipment (on which Component Systems will be installed):**

**Licensee Account ID:** 372281

**Infor GL ID:** US06A

**Account Executive Name:** Bob Blackwell

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			
Software Serial #			

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

<b>Delivery Address:</b>	<b>Invoice Address:</b>
City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301	City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301
Contact Name: Shelley Gialluca	Contact Name: Shelley Gialluca
Contact Title:	Contact Title:
Contact Phone: 954-828-5096	Contact Phone: 954-828-5096
Contact email: SGialluca@fortlauderdale.gov	Contact email: acctspayable@fortlauderdale.gov

**III. Additional Terms**

1. Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.
2. The following terms apply to any Third Party Microfocus Software licensed under the Order Form: (1) Licensee may not copy or modify Third Party Software or related Documentation. Licensee may only use Third Party Software in accordance with related Documentation and solely in conjunction with the Component Systems. (2) The Third Party Licensor is a third-party beneficiary to the Agreement with respect to its Third Party Software. In the event of unauthorized use, export or disclosure of a Third Party Software in breach of the Agreement, the Third Party Licensor and Infor shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies that may be available to them.

**Test Server:**

Except as otherwise provided in the License Agreement, the Component Systems herein licensed as a Test Server License are subject to the following additional terms and conditions: Infor grants Licensee a Test Server License which will remain valid for so long as Licensee maintains a license to a production instance of the Component Systems. Licensee may install one copy of the Component System specified above on a single, non-production server solely for testing purposes. At no time may the test server be used in a production environment. This Test Server License is limited to the Component Systems and User Restrictions set forth on this Order Form. This Test Server License will remain valid for so long as Licensee maintains a separate production license for the Component Systems. In the event the production license terminates, this Test Server License shall also terminate.

1. Option to Acquire Additional Users:

Provided that Licensee is not in breach of the Agreements, including its obligations to pay all fees when due and payable, is active on Support, and provided that such Component Systems are then-currently made generally available for licensing to all Infor customers, then during the period commencing on the Order Form Date, and ending two (2) years from Order Form Date, Licensee shall have the option ("Option") of acquiring additional users for the Infor Component Systems specified in the License Table below in minimum applicable quantities required by Infor for an additional License Fee in the amount specified and XTP (or XT where applicable) Support Fees equal to twenty-two percent (22%) of the net License Fee. Licensee may exercise its Option by entering into a mutually-executed Order Form on or before the expiration of the Option on two (2) years from Order Form Date, which sets forth the Component System at issue and the appropriate License fees and Support fees.

	<b>Part # (if applicable)</b>	<b>Component Systems</b>	<b>License Type</b>	<b>Price Per User</b>
1	S3F-MRBAC	Infor Lawson Project Accounting	NU	\$614.37
2	S3F-GMP	Infor Lawson Grant Management Package	NU	\$508.45
3	S3F-FINPRO	Infor Lawson Financial Procurement Package	NU	\$425.74
4	S3F-FINPROI	Infor Lawson Financial Procurement Package Inquiry	NU	\$15.11
5	S3F-CLSRCN	Infor Lawson Close and Reconciliation Management	NU	\$762.67
6	S3S-RQC	Requisition Center	NU	\$29.94
7	S3S-MOBRQC	Mobile Requisitions	NU	included
8	S3S-EPP	Procurement Punchout	NU	\$21.47
9	S3S-SRM	Supplier Relationship Mgmt Bundle	NU	\$1,790.86
10	S3S-SRMI	Supplier Relationship Mgmt Bundle Inquiry	NU	\$16.95
11	S3S-HBP	EDI for Supply Chain Management	CPUCORE	\$508.45
12	S3S-MSCM	Mobile Supply Chain Management	NU	\$1,101.63
13	S3S-MOBIC	Mobile Inventory	NU	included
14	S3F-MOBAM	Mobile Assets	NU	included
15	S3F-MOBFIN	Mobile Financials	NU	included
16	S3A-FMAP	Financial and Project Analytics	NU	\$442.77
17	S3A-FMA	Financial Management Analytics	NU	included
18	S3A-PAA	Project Accounting Analytics	NU	included
19	S3A-SCA	Supply Chain Analytics	NU	\$428.28
20	ION-MINGLE-ISOS3	Infor Ming.le with Smart Office (Lawson)	NU	\$53.31
21	UPP-LMUD	Infor Ming.le Mashup Designer for Lawson	NU	\$1,355.85
22	EPM-BI-ADMIN	Infor BI Professional	NU	\$1,920.51
23	EPM-BI-CONSUMER	Infor BI Consumer	NU	\$82.31
24	UPP-MOA	Microsoft Office Add Ins	NU	\$84.74
25	BPP-ISD	Infor Spreadsheet Designer	NU	\$84.74
26	ION-PROCESS-BV	Infor ION PROCESS with Business Vault	CPUCORE	\$10,168.91
27	TAM-MOBMGR	Infor Talent Manager	NU	Included
28	TAM-MOBRCT	Infor Mobile Recruiter	NU	Included
29	HRM-LTHRMP	Human Resource Management for Talent Management	US	\$5.82
30	HRM-LTSHRP	Employee & Manager for Talent Management	NU	\$4.09
31	HRM-MOBEMP	Mobile Employee	NU	included
32	BPP-LMRK-NR	Landmark Technology Runtime	CPUCORE	included
33	BPP-NOTIFY	Infor Notifications	NU	included
34	BPP-MOBILA	Infor Landmark Administrator	NU	included
35	EPM-DEPM-ADMIN	Infor d/EPM Professional	NU	\$1,186.71
36	EPM-DEPM-CONTRIBUTOR	Infor d/EPM Contributor	NU	\$313.63
37	EPM-DEPM-CONSUMER	Infor d/EPM Consumer	NU	\$123.62
38	EXM-XM	Infor Expense Management Expense Reports	NU	\$16.11

39	EXM-PR	Infor Expense Management Payment Requests	DO	\$0.93
40	ION-MINGLE-USER	Infor Ming.le Enterprise	NU	\$118.50

2. Infor business object documents (“Infor BOD”) and the Infor ION connector (“ION Connector”) are included in all Infor ION-enabled products for use exclusively with the Infor ION suite of applications (“ION Software”). Unless Licensee has a license to use ION Software to connect to other Infor or third party software applications (“Other Software”), Licensee shall not connect or use Infor BOD or ION Connector with any Other Software. If Licensee has a license to use ION Software with Other Software, Licensee may use Infor BOD and ION Connector to connect ION Software to Other Software, subject to such license terms.
3. As of the Order Form Date, Licensee has not yet provided the information regarding the Equipment on which the Component Systems will be installed. [Using the Infor Documentation regarding hardware configurations, Licensee and CIBER shall provide the relevant information to Infor.](#) Licensee acknowledges and agrees that such Equipment information must be provided to Infor as soon as possible, and that once provided, such Equipment shall be the licensed Equipment on which the Component Systems must be installed and operated. Licensee acknowledges and agrees that it is Licensee’s responsibility after consulting with CIBER, to ensure operational compatibility of the Equipment with the Component Systems licensed herein and Infor shall not be required to deliver additional software elements other than the Component Systems incorporated on this Order Form. Licensee further acknowledges and agrees that in the event Licensee subsequently changes the Equipment after installation, additional fees may be applicable as the direct result of a change in Equipment.
4. COMMITTED SUPPORT TERMS
  - i. The Support Fee and Annual Escalation Percentage Cap set forth above shall apply only to the Component Systems and number and types of users set forth above. If during the Initial Term of Support, or at any time during the remainder of the commitment period, Licensee licenses additional Component Systems and/or users, or reinstates Support for any previously licensed Component Systems and/or users, the Support Fee will increase according to Infor’s then-current applicable rates and policies.
  - ii. The parties agree the Support Fee and Annual Escalation Percentage Cap specified above is offered by Infor solely in reliance upon Licensee’s commitment to renew annual Support through the Committed Term of Support which will be invoiced in advance of each annual support renewal period. The support period specified herein is a binding term, and Support may not be canceled during this time. If Licensee fails to pay Infor any portion of the Support Fee when due for any reason whatsoever, then, in addition to other remedies Infor may exercise, Licensee shall be immediately invoiced for, and shall be obligated to pay to Infor the Support Fee for the entire commitment period, with Infor-standard annual increases applied, as liquidated damages and not as penalty, less any amounts previously paid by Licensee for the Support fees due hereunder. The parties agree this amount is a fair and reasonable estimation of Infor’s damages in the event Licensee breaches its obligation to maintain Support through the commitment period.
5. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This Component System is a “commercial component,” as this term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “computer software documentation,” as such terms are defined in 48 C.F.R. 252.227-7014(a)(I) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.
6. The Mobile Application Supplement attached hereto and incorporated herein (the “Mobile Application Supplement”), sets forth additional terms and conditions applicable to Licensee’s access to and use of the Mobile Application Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Subscription Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement, the provisions of the Mobile Application Supplement shall govern and control.

7. TAXES: Licensee is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date"), to be completed by Infor upon countersignature.

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

for: **Infor Public Sector, Inc.** \_\_\_\_\_

for: **City of Fort Lauderdale, a Florida municipality** \_\_\_\_\_  
(Licensee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## MOBILE APPLICATION SUPPLEMENT

In connection with Licensee's license to the Mobile Application Software (the "Mobile Application") as specified in the Order Form to which this Mobile Application Supplement ("Supplement") is attached, INFOR will provide Licensee with an environment to enable use of certain Infor-licensed Software (the "Software") on the Mobile Application through certain Apple or Android devices. The Mobile Application may be used on either an Apple device or an Android device, as specified by Apple or Google. If Licensee elects to use the Mobile Application on an Apple device, the Mobile Application is separately distributed exclusively by Apple through the App Store pursuant to the Apple Terms of Use. If Licensee elects to use the Mobile Application on an Android device, the Mobile Application is separately distributed exclusively by Google through Google Play pursuant to the Google Terms of Service. In order to use the Mobile Application on an Apple device, Licensee Users must separately agree to the Apple Terms of Use prior to downloading the Mobile Application, and in order to use the Mobile Application on an Android device, Licensee users must separately agree to the Google Terms of Service. If Licensee Users do not agree to these separate terms, then use of the Mobile Application will not be permitted on the respective Apple-supported or Google-supported device. At the time of download of the Mobile Application from the App Store or Google Play, as applicable, either Licensee Users will be prompted to agree to the Apple Terms of Use or the Google Terms of Service by checking a box displayed at the end of these terms or by clicking an "Agree" or similar button where this option is provided, or Licensee Users will be deemed to have accepted such terms by using the Mobile Application. Notwithstanding the foregoing, the Agreement to which this Supplement is attached is deemed amended by this Supplement with respect to the Mobile Application, as provided for below and as otherwise set forth in the Apple Terms of Use or the Google Terms of Service, as applicable. Any conflict between the terms of the Agreement and the terms of this Supplement will be resolved in favor of this Supplement.

### 1. Additional Definitions.

"Apple" refers to Apple, Inc. and its majority-owned affiliates.

"Apple Terms of Use" refers to the then-current additional terms and conditions of Apple (including the App Store Terms of Service and Apple Usage Rules set forth in the Apple App Store) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Apple device.

"App Store" means the electronic store branded, owned and/or controlled by Apple.

"INFOR" refers to the INFOR contracting entity set forth in the Agreement, for and on behalf of itself and its subsidiaries and affiliates, including Infor (US), Inc.

"EULA" means additional terms of use of INFOR applicable to the Mobile Application that Licensee Users must accept and agree to prior to use of the Mobile Application. Neither Apple nor Google is a party to the EULA.

"Google" refers to Google Inc.

"Google Play" means the electronic store branded, owned and/or controlled by Google.

"Google Terms of Service" refers to the then-current additional terms and conditions of Google (including the Google Play Terms of Service) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Android device.

"Licensee Users" refers to the individuals affiliated with and authorized by Licensee to use the Mobile Application in connection with the Software, subject to the Agreement, including the applicable User Restrictions set forth in the Order Form, and to agree to the Apple Terms of Use or the Google Terms of Service, as applicable.

2. Supported Devices. The Mobile Application supports certain Apple and Android mobile devices, and data networks such as 3G, EDGE and WiFi, and enables Licensee Users to access the Software through such Apple and Android mobile devices. Notwithstanding the foregoing, INFOR shall have no obligation to offer technical support (including without limitation any wireless network connectivity support) in connection with any Apple or Android mobile device and shall have no liability with respect to the compatibility or performance of any Apple or Android mobile device in connection with the Mobile Application or the Software.

3. License. Subject to the terms and conditions of the Agreement (including any applicable User Restrictions set forth in the Order Form), the Apple Terms of Use and the Google Terms of Service, INFOR grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to run the Mobile Application on designated Apple or Android mobile devices owned or controlled by Licensee, solely for Licensee Users to access the Software for Licensee's own internal computing operations. Each Licensee User may use the Mobile Application only on a Licensee-owned and controlled Apple or Android mobile device that Licensee assigns to the specified Licensee User. Licensee and Licensee Users are not permitted to use the Mobile Application for any purpose except in connection with Licensee's separate license to the Software, consistent with the INFOR-provided applicable documentation and only as permitted under the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable. If any Licensee User ceases to be affiliated with and otherwise authorized by Licensee to use the Mobile Application or Software for any reason, Licensee will immediately terminate all access by such Licensee User to the Mobile Application and the Software. INFOR may audit Licensee's use of the Software and the Mobile Application and its compliance with the terms of the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable. Any rights not expressly granted in this Supplement are expressly reserved.

4. Intellectual Property. INFOR retains all ownership and intellectual property rights in the Mobile Application. Licensee and Licensee Users may not: (a) modify the Mobile Application; (b) provide or make the Mobile Application available to any third party; (c) use the Mobile Application to provide third party training for INFOR products; (d) assign the Agreement or the EULA or transfer the Mobile Application or any interest thereto to any other individual or entity; (e) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Mobile Application; (f) create derivative works based on the Mobile Application; or (g) use any INFOR name, trademark or logo.

5. Warranty. THE MOBILE APPLICATION IS LICENSED "AS IS," WITHOUT ANY WARRANTY WHATSOEVER. INFOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE MOBILE APPLICATION, IN WHOLE OR IN PART, OR ANY OTHER MATTER RELATING TO 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 MOBILE APPLICATION, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, OR WILL MEET LICENSEE'S OR LICENSEE USERS' REQUIREMENTS. LICENSEE AND LICENSEE USERS ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, SECURITY AND USE IN A PRODUCTION ENVIRONMENT. LICENSEE AND LICENSEE USERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT AVAILABILITY OF THE MOBILE APPLICATION IS SUBJECT TO APPLE'S SOLE DISCRETION AS THE OPERATOR OF THE APPLE APP STORE, AND GOOGLE'S SOLE DISCRETION AS THE OPERATOR OF THE GOOGLE PLAY STORE (AS APPLICABLE) AND INFOR RESERVES THE RIGHT TO CHANGE, SUSPEND, LIMIT, REMOVE OR DISABLE ACCESS TO THE MOBILE APPLICATION AND ITS FEATURES AND FUNCTIONS AT ANY TIME WITHOUT NOTICE. NEITHER APPLE NOR GOOGLE HAS ANY WARRANTY OBLIGATION WITH RESPECT TO THE SOFTWARE AND THE MOBILE APPLICATION.

6. Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INFOR BE LIABLE TO LICENSEE, LICENSEE USERS OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING IN CONNECTION WITH USE OR INABILITY TO USE THE MOBILE APPLICATION OR IN CONNECTION WITH INFOR'S PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE MOBILE APPLICATION, OR AS A RESULT OF ANY DEFECT IN THE MOBILE APPLICATION, OR AS A RESULT OF ANY CHANGE, SUSPENSION, REMOVAL OR DISABLING OF ACCESS TO THE MOBILE APPLICATION. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST INFOR, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE, PRODUCT LIABILITY, FAILURE OF THE MOBILE APPLICATION TO CONFORM TO ANY LEGAL OR REGULATORY REQUIREMENT OR CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION. LICENSEE'S AND LICENSEE USER'S SOLE REMEDY FOR BREACH OF THIS SUPPLEMENT BY INFOR OR FOR ANY OTHER CLAIM RELATED TO THE MOBILE APPLICATION OR THIS SUPPLEMENT SHALL BE TERMINATION OF THIS SUPPLEMENT AND THE EULA. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL INFOR AND ITS LICENSORS BE LIABLE TO LICENSEE, LICENSEE USERS OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

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13. Changes. Apple may at any time modify the Apple Terms of Use and Google may at any time modify the Google Terms of Service, and Apple and Google may each impose new or additional terms and conditions on INFOR, Licensee and Licensee Users relating to the Mobile Application. Any such changes will be effective immediately and be deemed incorporated into this Supplement and the Apple Terms of Use and the Google Terms of Service, as applicable. Continued use of the Mobile Application by Licensee and Licensee Users will constitute acceptance of these changes.

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### SaaS Order Form

This Order Form is subject to the terms of the Subscription License and Services Agreement between **Infor Public Sector Inc.** ("Infor") and **City of Fort Lauderdale** ("Licensee") with an effective date of \_\_\_\_\_ (the "Agreement"). All terms of the Agreement are incorporated herein by reference.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; "Support" may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

#### I. Subscription Software

##### PROD: L2 Fort Lauderdale (CLOUD)

	Part # (if applicable)	Subscription Software	User Restriction*		Support Level**	Price Per User
			Quantity	Type		
1	HRS-S-SSO	Single Sign On Subscription	1	ET	CXTE	\$1,969.23
2	HRS-S-LEMPR	Knowledgebase Subscription	2,500	US	CXTE	\$7.09
3	HRS-S-LONB	Onboarding Subscription (US-English)	2,500	US	CXTE	\$7.09
4	HRS-S-LONBI	Onboarding Data Imports Subscription	1	ET	CXTE	Included
5	HRS-S-LOFB	Offboarding Subscription (US-English)	2,500	US	CXTE	\$5.51
6	HRS-S-LOFBI	Offboarding Data Imports Subscription	1	ET	CXTE	Included
7	HRS-S-LTC	Total Rewards Subscription	2,500	US	CXTE	\$5.51
8	LMS-S-LMSLM	Learning Management Subscription	2,500	EU	CXTE	\$4.73

For the purpose of the definitions below, Component System and Subscription Software may be used interchangeably.

\* If specified in the User Restriction field:

**"ET" = Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement

**"EU" = End User** - Means Licensee's current (i.e. non-terminated) full-time, part-time, or seasonal employees, consultants or contractors who either (i) use the Component System directly or (ii) whose records, schedules, or related data are processed by the Component System.

**"US" = Users** - Allows access to the Component System up to the stated maximum number of individual users; Each separate log-on accessing the Component System will be counted as a separate user.

#### **\*\*Support Level for Subscription Software:**

CXTE = Subscription Services Elite Support - During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive access to a Customer Success Manager. The Customer Success Manager (CSM) has a focus on the overall relationship with the Licensee. The CSM's role is not technical in nature. The CSM will interface with the Licensee's key stakeholders with strategic Infor contacts including Product Management and Development as needed. The CSM will have regular meetings with the Licensee that will include regular business and strategy meetings. The goal of these meetings is to review progress toward licensee's business goals and ensure alignment with licensee's strategic objectives. Additional information regarding deliverables of Elite Support may be found at: <http://www.infor.com/support/support-plan-features/>

## II. Subscription Term and Subscription Fees

Annual Subscription Fee: **\$76,800.00**

Initial Subscription Term: 12 months from Order Form Date through 144 months from Order Form Date

Fee for Initial Subscription Term: **\$902,755.46**

For years 4 through 12 of the Initial Subscription Term, the Annual Escalation Percentage Cap shall be 2%.

Total Amount Due (before applicable taxes): **\$902,755.46**

Unless otherwise specified all amounts are in United States Dollar

Currency: USD

## III. Payment Terms:

### Annual Payment Terms:

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced 12 months from Order Form Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies. Licensee shall pay all invoices within forty-five (45) days of the receipt of invoice. Receipt of invoice shall mean the date that Infor emails invoices to Licensee's designee at the email address provided by Licensee.

Licensee Account ID:	372281
Infor GL ID:	US06A
Account Executive Name:	Bob Blackwell

Primary-use Address:	Invoice Address:
City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301	City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301
Contact Name: Shelley Gialluca	Contact Name: Shelley Gialluca
Contact Title:	Contact Title:
Contact Phone: - 954 828 5096	Contact Phone: - 954 828 5096
Contact email: sgialluca@ftlauderdale.gov	Contact email: acctspayable@fortlauderdale.gov

## IV. Additional Terms

- Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.
- Option to Acquire Additional Licenses of Subscription Software: During the Initial Subscription Term, Licensee shall have the option ("Option") of acquiring additional quantities of licenses in minimum applicable quantities required by Infor for an additional Subscription Fee as specified in the Table below provided that: (i) Licensee is not in breach of the Agreement, including its obligations to pay all fees when due and payable; and (ii) such Subscription Software is then-currently made generally available for purchase to all Infor customers. Licensee may exercise its Option by entering into a mutually-executed Order Form on or before the expiration of the Option, two years from the Order Form Date, which sets forth the Subscription Software at issue and the appropriate additional Subscription Fees. Licensee shall not be permitted to reduce the number of licenses in any Order Form without Infor's prior written consent during the Initial Subscription Term and any renewal period.

	<b>Part # (if applicable)</b>	<b>Subscription Software</b>	<b>License Type</b>	<b>Additional Annual Subscription Fee Per License (\$USD)</b>
1	HRS-S-LEMPR	Knowledgebase Subscription	US	\$7.09
2	HRS-S-LOFB	Offboarding Subscription (US-English)	US	\$5.51
3	HRS-S-LONB	Onboarding Subscription (US-English)	US	\$7.09
4	HRS-S-LTC	Total Rewards Subscription	US	\$5.51

3. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(I) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

4. TAXES: Licensee is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date"), to be completed by Infor upon countersignature.

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

for: **Infor Public Sector Inc.**

for: **City of Fort Lauderdale**  
(Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Date

Title

Date



## SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER: \_\_\_\_\_

**THIS SOFTWARE LICENSE AGREEMENT** (the “Agreement”) is made between **Infor (US), Inc.**, a Delaware corporation authorized to transact business in the State of Florida, (“Infor” or “Contractor”) and **the City of Fort Lauderdale**, a Florida municipality, (“Licensee” or “City”) 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 confidential and/or proprietary and that is contained in a record that is in its entirety or in part confidential or exempt from disclosure pursuant to Florida law or that is not contained in a record but is confidential pursuant to Florida law. Confidential Information includes the Component System and related documentation and user manuals provided by Infor to Licensee, including all algorithms, methods, techniques, and code (Source Code and Object Code), to the extent any of them are trade secrets pursuant to Florida law. 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; (iv) is independently developed by the Recipient without access to Confidential Information; or

(v) is contained in a record that is not in its entirety or in part confidential or exempt from disclosure pursuant to Florida law or is not contained in a record and is not confidential pursuant to Florida law.

(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's 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..

(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 in the Licensee's reasonable opinion; and (ii) third party consultants engaged by Licensee who have a need to know in Licensee's reasonable opinion, 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, the addendum attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement or the applicable Order Form, the terms of the Software Supplement will control.

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

(u) “**Support Agreement**” means the Software Support Agreement entered into between the parties as of the Effective Date.

(v) “**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**”).

(w) “**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

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**(a) Copies.** 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. Licensee may also make copies of the Infor software that are part of the Component System for back-up and archival purposes.

**(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, except to the extent provided in this Agreement. Licensee will not allow the Component Systems to be used by, or to the extent they are trade secrets pursuant to Florida law, disclose all or

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(f) **Machines.** Licensee may transfer the Component System to other Licensee servers and computers as needed for Licensee's internal business purposes and provided Licensee is in compliance with this Agreement.

(g) **Mandated Changes.** So long as Licensee is current under Infor's applicable support agreement, Licensee will receive any updates, upgrades and enhancements to the Component Systems that are mandated by federal law or regulation, and are the then-current, general release version of such Component System that are not separately priced or licensed as new products, at no additional charge.

**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 and is FOB shipping point.

#### **5. Payment and Taxes.**

(a) **Payment.** Licensee will pay Infor all license fees (as specified on an Order Form) within forty-five (45) days of the date of Licensee's receipt of a proper invoice. Receipt of invoice shall mean the date that Infor emails invoices to Licensee's designee at the email address provided by Licensee. Late payments are subject to interest in accordance with the Florida Local Government Prompt Payment Act.

(b) **Taxes and Shipping Charges.** Except to the extent Licensee is exempt from taxation, 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 shipping amounts and such invoices are due forty-five days after Licensee's receipt of proper invoice. Licensee will not be obligated to pay or reimburse Licensor for any sales taxes or other taxes for which Licensee has previously provided Infor with a valid tax exemption certificate.

#### **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. Notwithstanding the foregoing, with respect to the Infor software licensed to under that certain Order Form executed by the Parties on or about September 7, the above referenced warranty shall be effective for a period of five (5) years,

provided that the applicable Support Agreement between Licensee and Infor remains in effect and Licensee remains current on support payments thereunder. 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 to bring it into compliance with the Documentation. 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) Malicious Code. Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Services ("Malicious Code"). As Licensee's sole remedy for breach of this representation, Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Component System.

(c) 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.**

(d) 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.

**(e) 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.**

**(f) 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, or except as otherwise provided by Florida law, the Except as otherwise permitted herein, 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, to the extent they constitute trade secrets pursuant to Florida law, will survive in perpetuity.

**8. Indemnity by Infor.** Infor will defend, indemnify and hold Licensee harmless from and against any and all claims, judgments, settlements, penalties, losses, costs and expenses that Licensee incurs because of a third party claim that the Component System infringes any patent, copyright, or other United States intellectual property right 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) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee 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); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the claim in which case Infor shall reimburse Licensee for all reasonable costs incurred by Licensee as a result of such cooperation. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Component System that is not authorized by Infor or Infor's personnel; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system, or other equipment, unless such combination is authorized by the Component System's technical, operational or functional specifications, by Infor or by Infor's personnel. If any Component System is, or in Infor's opinion is likely to become, the subject of a copyright, patent or claim arising from any other United States intellectual property right, 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 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 sixty (60) 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 sixty 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, except to the extent otherwise provided by the Florida public records law, 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: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

**11. THIS SECTION NOT USED**

**12. THIS SECTION NOT USED**

**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. THIS SECTION NOT USED**

**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 INCIDENTAL, SPECIAL, PUNITIVE, 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. Successor Software.** Provided that: (i) Licensee is active under this Software License

Agreement that is licensed pursuant to that certain Order Form executed on or about September 7, 2016, ("Infor Current Licensed Software"); and (ii) is current on payment of all applicable Support fees, then if Infor releases a new version of the Infor Current Licensed Software or a replacement version thereof, and makes it generally available to its Support-paying customers of the Infor Current Licensed Software at no additional charge, ("New Infor Licensed Software"), and provided it is not separately priced or licensed as new products with no more than minimal differences in price, features and functionality, then Licensee shall also be entitled to such New Infor Licensed Software at no extra charge.

**18. Miscellaneous.** 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.** Except as otherwise provided in that certain Agreement For Enterprise Resource Planning (ERP) System Solution Software Licenses, Support And Subscription Services, this Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and terminates all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify 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.

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

Effective Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:  
Cynthia A. Everett, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INFOR (US), INC., a Delaware corporation authorized  
to transact business in the State of Florida

By: \_\_\_\_\_  
Gregory M. Giangiardano  
President

ATTEST:

\_\_\_\_\_  
Bradford E. Steiner  
Secretary

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gregory M. Giangiordano as President for Infor (US), Inc. a Delaware corporation authorized to transact business in the State of Florida.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



## SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

AGREEMENT NUMBER: \_\_\_\_\_

THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT (the “Agreement”) is between Infor (US), Inc. (“Infor” or “Contractor”), a Delaware corporation authorized to transact business in the State of Florida, and The City of Fort Lauderdale, Florida, a Florida municipality, (“Licensee” or “City”) 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) “**Authorized Users**” means: (i) Licensee’s employees; and (ii) contractors authorized by Licensee to access the Subscription Software, in each case registered in the database with a unique UserID and a unique password.

(c) “**Confidential Information**” means non-public information of an Affiliate or a party to this Agreement that is identified as confidential and/or proprietary and that is contained in a record that is in its entirety or in part confidential or exempt from disclosure pursuant to Florida law or that is not contained in a record but is confidential pursuant to Florida law. Confidential Information includes the Component System and related documentation and user manuals provided by Infor to Licensee, including all algorithms, methods, techniques, and code (Source Code and Object Code), to the extent any of them are trade secrets pursuant to Florida law. 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; (iv) is independently developed by the Recipient without access to Confidential Information; or (v) is contained in a record that is not in its entirety or in part confidential or exempt from disclosure pursuant to Florida law or is not contained in a record and is not confidential pursuant to Florida law.

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

(e) “**Documentation**” means the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software.

(f) “**Documented Defect**” means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.

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

(h) “**Initial Subscription Term**” means the initial subscription period set forth on the applicable Order Form.

(i) “**Intellectual Property Rights**” means any and all rights in patents, copyrights, trademarks and service marks.

(j) “**Licensee Data**” means information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorized Users.

(k) “**License Restriction**” means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorized Users, locations, connections).

(l) “**Order Form**” means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and License Restriction, a description of the Subscription Services, Subscription Fees, and payment terms.

(m) “**Personal Information**” means information provided to Infor by or at the direction of Licensee, or to which access was provided to Infor in the course of Infor’s performance under this Agreement that: (i)

identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.

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

(o) “**Renewal Term**” means any renewal or extension of Licensee’s license to use the Subscription Software following the expiration of the Initial Subscription Term.

(p) “**Residual Knowledge**” shall mean 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.

(q) “**Service Level Description**” means the Service Level Description document applicable to the Subscription Services and attached as an exhibit to an Order Form.

(r) “**Subscription Fees**” means the fees for the Subscription Services set forth on the applicable Order Form.

(s) “**Subscription Services**” means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Licensee under this Agreement.

(t) “**Subscription Software**” means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing the Subscription Services.

(u) “**Subscription Term**” means the Initial Subscription Term or any Renewal Term, as applicable.

(v) “**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**”).

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

(x) “**UserID**” means a unique user identification credential used in combination with a unique password to access the Subscription Services.

**2. License.** Subject to the terms and conditions of this Agreement and the applicable Order Form, Infor hereby grants to Licensee (including any then-current Licensee employees or contractors of Licensee having a need, as determined by Licensee, to use the Component Systems and who are under strict confidentiality and non-disclosure requirements pertaining to such use) a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Software and the Subscription Services, during the Subscription Term, in an operating environment hosted by Infor, for Licensee’s own internal use. Any rights not expressly granted in this Agreement are expressly reserved.

(a) **Documentation.** Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.

(b) **License Restriction.** Licensee’s use of the Subscription Software and Subscription Services is subject to any License Restriction specified in the applicable Order Form,.

(c) **Additional Restrictions on Use of the Subscription Software and Subscription Services.** Except to the extent as otherwise agreed to by the Parties herein, in no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Subscription Services. In no event shall Licensee or its Authorized Users possess or control the Subscription Software or any related software code. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this Agreement, Licensee is prohibited from using the Subscription Software to provide service bureau services to third parties. Licensee will not allow the Subscription Software to be used by, or, to the extent it is a trade secret pursuant to Florida law, disclose all or any part of the Subscription Software to, any person

except Authorized Users. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.

(d) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.

(e) Ownership. Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. Licensee Data shall be the sole property of Licensee; however, Infor may aggregate anonymous statistical data regarding use and functioning of its system by its various licensees, and all such data (none of which shall be considered Licensee Data), will be the sole property of Infor.

### **3. Subscription Services**

(a) Hosted Environment. Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services, on servers located at a facility located in the United States of America selected by Infor.

(b) Support. Infor shall (a) provide Licensee with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as "Support"). Support is included in the Subscription Fee.

(c) User Accounts. Licensee is responsible for maintaining its own Authorized User UserIDs and passwords which can be managed through the Subscription Software interface. Except as otherwise provided by Florida law, Licensee is responsible for maintaining the confidentiality of Licensee's UserIDs

and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and Passwords. Licensee is responsible for all uses of and activities undertaken with UserIDs registered on Licensee's account. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee's UserIDs of which Licensee becomes aware.

(d) Connectivity. Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Licensee is responsible for providing connectivity to the Internet for itself and its Authorized Users. Licensee shall also be responsible for ensuring that latency and available bandwidth from the user's desktop to Infor's hosted routers is adequate to meet Licensee's desired level of performance. If Licensee requires a VPN or private network connection to the Subscription Services, Licensee is responsible for all costs associated with any specialized network connectivity required by Licensee.

(e) Restrictions. Infor shall have no obligation to correct a problem caused by Licensee's negligence, Licensee's equipment malfunction or other causes beyond the control of Infor.

(f) Exhibit A hereto describes the Service Levels applicable to the Subscription Software services hereunder.

(g) Successor Software. Provided that: (i) Licensee is active under this Subscription Software agreement that is licensed pursuant to that certain SaaS Order Form executed on or about September 7, 2016, ("Current Subscription Software"); and (ii) is current on payment of all applicable fees, then if Infor releases a new version of the Current Subscription Software or a replacement version of the Existing Subscription Software and makes it generally available to its subscription-paying customers of the Current Subscription Software at no additional charge, and provided it is not separately priced or licensed as new products ("New Subscription Software"), then Licensee shall also be entitled to such New Subscription Software at no extra charge.

(h) Mandated Changes. So long as Licensee is current under Infor's applicable support agreement, Licensee will receive any updates, upgrades and enhancements to the Component Systems that are mandated by federal law or regulation, and are the then-current, general release

version of such Component System that are not separately priced or licensed as new products, at no additional charge.

#### **4. Payment and Taxes.**

(a) Payment. Licensee shall pay Infor the Subscription Fees set forth on the Order Form. Subscription Fees are payable in advance and Infor will invoice Licensee for Subscription Fees prior to the commencement of the portion of the Subscription Term to which such fees apply. After the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. Except as otherwise set forth in this Agreement, Subscription Fees are non-refundable. Licensee will pay each Infor invoice within forty-five (45) days of the date of Licensee's receipt of a proper invoice. Receipt of invoice shall mean the date that Infor emails invoices to Licensee's designee at the email address provided by Licensee. Late payments are subject to interest in accordance with the Florida Local Government Prompt Payment Act. Notwithstanding anything to the contrary in this Agreement, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees not the subject of a good faith dispute. .

(b) Taxes. Except to the extent Licensee is exempt from taxation, Licensee 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 Subscription Fees set forth on any Order Form. Infor will invoice Licensee for applicable tax amounts and such invoices are payable forty-five days after Licensee's receipt of proper invoice. Licensee will not be obligated to pay or reimburse Licensor for any sales taxes or other taxes for which Licensee provides Infor with a valid tax exemption certificate.

#### **5. Limited Warranties, Disclaimer of Warranties, and Remedies.**

(a) Right to Grant License. Infor warrants that that it owns all right, title and interest in and to the Subscription Software or has obtained rights in such Subscription Software sufficient to grant the licenses granted to Licensee under this Agreement. Licensee's exclusive remedy, and Infor's exclusive obligation, for a breach of this warranty is set forth in Section 7 (Indemnity).

(b) Limited Subscription Software Warranty by Infor and Remedy For Breach. Infor warrants that the

Subscription Software licensed to Licensee will operate without a Documented Defect for five (5) years, so long as Licensee pays the fees required hereunder. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 14 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5(b) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period. For clarity, Licensee's entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.

(c) Malicious Code. Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Services ("Malicious Code"). As Licensee's sole remedy for breach of this representation, Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Subscription Software.

(d) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, Infor will render the Subscription Services with commercially reasonable care and skill. Infor further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the Availability section of the applicable Service Level Description. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding Scheduled Maintenance as described in the applicable Service Level Description (the "Down Time Warranty"). In the event of a breach of the foregoing warranty Infor shall apply service level credits based on the actual availability measure for the applicable period as follows:

<u>Availability</u>	<u>Service Level Credit</u>
99.500% or greater	No Service Level Credit
99.499% - 99.000%	5% of the monthly prorated subscription fee
98.999% - 98.500%	15% of the monthly prorated subscription fee
98.499% - 95.000%	25% of the monthly prorated subscription fee
Below 95.000%	35% of the monthly prorated subscription fee

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Licensee's next invoice or, if Licensee has paid the final invoice under this Agreement, service level credits shall be paid to Licensee within thirty (30) calendar days following the determination that the credit is due. The service level credit is the exclusive remedy and is in lieu of all other remedies for breach of the Down Time Warranty.

(e) Disclaimer of Warranties. The limited warranties in this Section 5 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 SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET LICENSEE'S REQUIREMENTS.**

(f) Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software not performed by or on behalf of Infor. 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 5 above, Infor's obligations hereunder will be further limited accordingly.

(g) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 14 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.

(h) HIGH RISK ACTIVITIES. THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS 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 SUBSCRIPTION SOFTWARE 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 SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.**

**6. Confidential Information.**

(a) Confidentiality. The Confidential Information disclosed under this Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Agreement. Except as otherwise permitted under this Agreement, or except as otherwise provided by Florida law, the Recipient will not knowingly disclose to any third party (excluding representatives of Licensee who have a need, as determined by Licensee, to know the Confidential Information and are under strict non-disclosure agreement with Licensee), 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. 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; provided, however, that Licensee's obligations to maintain the Subscription Software and Documentation as confidential, to the extent they constitute trade secrets pursuant to Florida law, will survive in perpetuity. Each of Licensee and Infor shall be responsible for the breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees, Authorized Users, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent (a) a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser, or (b) Infor from using aggregated data regarding the use of the Subscription Services to provide reports or analytics to Licensee or to improve the performance of Infor's products, provided such data does not contain any Personal Information regarding Licensee, its employees, customers or Authorized Users.

(b) Security Policies and Safeguards. Infor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and Personal Information in the possession or under the control of Infor or to which

Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Infor pursuant to this Section 6(b) shall include, without limitation:

- (i) User identification and access controls designed to limit access to Licensee's Data to authorized representatives of Infor;
- (ii) the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;
- (iii) the use of encryption techniques when Licensee's Data is transmitted or transferred into or out of the hosted environment;
- (iv) physical security measures, including without limitation securing Licensee's Data within a secure facility where only authorized personnel and agents will have physical access to Licensee Data;
- (v) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- (v) periodic Infor employee training regarding the security programs referenced in this Section; and
- (vi) periodic testing of the systems and procedures outlined in this Section.

(c) Review of Controls. Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Licensee shall have the right to request and receive a copy of the Audit Report and, if required by laws or regulations, Licensee may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information (as defined in this Agreement).

(d) Security Incident Response. In the event that Infor becomes aware that the security of any Licensee Data or Personal Information has been compromised, or that such Licensee Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Licensee, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Licensee; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Licensee's reasonable investigation or Licensee's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident. Infor will defend, indemnify, and hold harmless Licensee and Licensee's officers, employees, and agents, from and against any third party; claim, judgment, fine, penalty, settlement, cost, and expense of any nature, including any award of costs and any award of reasonable attorney fees, that may be assessed or asserted against Licensee arising out of any Information Security Incident caused by Infor. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 14, BELOW, INFOR'S MAXIMUM LIABILITY TO LICENSEE HEREUNDER SHALL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000.00) IN THE AGGREGATE DURING THE TERM.**

7. Indemnity by Infor. In addition to Infor's indemnity obligations in Section 6, Infor will defend, indemnify and hold Licensee harmless from and against any and all claims, judgments, settlements, penalties, losses, costs and expenses to the extent arising from a third party claim against Licensee that the Subscription Software infringes any Intellectual Property Rights 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) Licensee 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 Licensee or an admission of guilt by Licensee (if Licensee chooses to represent its own interests in any such action, Licensee 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); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the claim in which case Infor shall reimburse Licensee for all reasonable costs incurred by Licensee as a result of such cooperation. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software by, on behalf of, or at the request of Licensee; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than provided by Infor. If any Subscription Software 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: (A) obtain for Licensee the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee fees paid for the infringing software in the most recent twelve (12) month period paid to Infor, for the Subscription Software giving rise to the infringement claim and discontinue Licensee's use of such Subscription Software. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

## 8. Term and Termination.

(a) Term. The Term of this Agreement shall be twelve (12) years, as per the Infor Master ERP Agreement executed by the parties on even date herewith. With respect to the Subscription Software, the Initial Subscription Term shall be as set forth on the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall automatically renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as set forth in Section 8(b), the Subscription Term cannot be terminated prior to its expiration date.

(b) Right of Termination. If either party breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay Subscription 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.

(c) Effect of Termination. Upon termination of this Agreement by either party, Licensee's license to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this Agreement will not release either party from making payments which may be owing to the other party under the terms of this Agreement through the effective date of such 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) Return of Licensee Data. Upon termination or expiration of this Agreement, Infor shall promptly make all Licensee Data available to Licensee as a native database export provided through Infor's FTP server along with documentation describing the native database export including a data dictionary defining all data elements in the native database export. In the event that Licensee requires the return of Licensee Data in an alternate format or requires any other termination assistance services, Infor and Licensee shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services which will be provided by Infor at its standard hourly rates. Such termination assistance services shall not be unreasonably withheld by Infor.

(e) Offshore restrictions. The Subscription Software and Subscription Services provided pursuant to that certain SaaS Order Form executed by the Parties on or about September\_\_\_\_ shall be provided solely from within, and on computers, systems, networks and other infrastructure located in, the United States.

(f) 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 or expiration of this Agreement.

**9. Notices.** All notices and other communications required or permitted under this Agreement 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: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

## **10. NOT USED.**

## **11. NOT USED**

**12. 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.

**13. 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 found by a court of competent jurisdiction to be 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.

## **14. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF INFOR. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED TWO (2) TIMES THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR HEREUNDER FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.**

**(b) EXCLUSION OF DAMAGES. IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR**

ANY SPECIAL, PUNITIVE, 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.

**15. NOT USED**

**16. Compliance with Laws.** Licensee and Infor will comply with all laws, rules and regulations applicable to the use of the Subscription Software and the Subscription Services.

17. Entire Agreement. Except as otherwise provided in that certain Agreement For Enterprise Resource Planning (ERP) System Solution Software Licenses, Support And Subscription Services, and Exhibits thereto this Agreement, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee 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.

**[Signature Page Follows]**

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

Effective Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:  
Cynthia A. Everett, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

INFOR (US), INC., a Delaware corporation authorized  
to transact business in the State of Florida

By: \_\_\_\_\_  
Gregory M. Giangordano  
President

ATTEST:

\_\_\_\_\_  
Bradford E. Steiner  
Secretary

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gregory M. Giangiordano as President for Infor (US), Inc. a Delaware corporation authorized to transact business in the State of Florida.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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## Exhibit A

### Current Service Level Description for SaaS Order Form Executed on September \_\_\_\_\_ 2016

**Infrastructure** - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

*Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis.*

**Technical Change Management** – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

**Security & Privacy** – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

**Scheduled Maintenance** – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly

maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered "Scheduled Maintenance".

**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.



## SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER: \_\_\_\_\_

**THIS SOFTWARE SUPPORT AGREEMENT** (the "Support Agreement") is made between **Infor (US), Inc.**, a Delaware corporation authorized to transact business in the State of Florida, ("Infor" or "Contractor"), and **the City of Fort Lauderdale, Florida**, a Florida municipality, ("Licensee" or "City"), 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, Assignment, No Waiver and Choice of Law; 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 12 (twelve) years 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.

Infor will not access City's Contractor Licensed Program(s) remotely without prior authorization from the City.

### **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 travel and living expenses that Infor incurs in providing Licensee with on-site Support, in accordance with Licensee's Travel Allowance and Subsistence Policy with reimbursement to be on an as-incurred basis and only after Licensee explicitly approves such travel in advance. Licensee will not be charged for any travel and living expenses related to off-site support.

(c) Taxes. Except to the extent Licensee is exempt from taxation, 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.

(d) Invoices and Late Charges. Licensee will pay each Infor invoice within forty-five (45) days after Licensee's receipt of a proper invoice. Late payments are subject to interest in accordance with the Florida Local Government Prompt Payment Act.

**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.**

**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 PARTY LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, 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.** This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. 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.

**10. Solution Longevity.** Notwithstanding anything to the contrary in this Support Agreement, so long as Licensee continues to renew and pay for

available Support for all Infor Component Systems licensed under that certain order form effective September\_\_\_\_2016, Infor certifies that the Component Systems, excluding Third Party Products and “Mobile” Component Systems, (the “Core Component Systems”) will remain available for Support by Infor for a minimum of twelve (12) years from the Order Form Date. The requirement to provide Support will only apply to the most recent version of the applicable Component System, and any version that is still available for Support under Infor’s standard Support policies.

In the event that Support becomes unavailable for a Core Component System, then to the extent that Infor makes generally available to its customers any separately named or marketed product that has substantially the same price, features, and functionality as the applicable Core Component System that is eligible for Support (the “Replacement Product”) and such customer does not pay an incremental fee for such Replacement Product, then, as Infor’s sole obligation for the failure to provide Support, Infor will to permit Licensee to exchange the Core Component System for the Replacement Product at no additional fee. If no reasonable Replacement Product is available (in Infor’s reasonable discretion), then, subject to the limitations set forth in Section 8 hereunder, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section are exclusive and in lieu of all other remedies, and represent Infor’s sole obligations, for a breach of the foregoing commitment

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

Effective Date: \_\_\_\_\_

CITY OF FORT LAUDERDALE

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:  
Cynthia A. Everett, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

WITNESSES:

INFOR (US), INC., a Delaware corporation authorized  
to transact business in the State of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory M. Giangiordano  
President

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bradford E. Steiner  
Secretary

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Gregory M. Giangiordano as President for Infor (US), Inc. a Delaware corporation authorized to transact business in the State of Florida.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced  
\_\_\_\_\_



# EXHIBIT A INFOR Xtreme Support Summary

A general explanation of the Infor Xtreme Support plans is located at [www.infor.com/support/support-plan-features/](http://www.infor.com/support/support-plan-features/). This document provides a more comprehensive description of Infor Xtreme Support and supplements the explanation set forth in the link above. These descriptions are subject to change at Infor's discretion; however, changes to these descriptions will not cause any material decrease in the Support provided to you during the annual period for which you have paid the applicable Support fee ("Contract Period"). These descriptions do not replace any rights or obligations set forth in the Agreement with Infor, but in the event of a conflict between the Agreement and this document, this document shall govern and control. Capitalized terms not defined herein shall have the meaning(s) set forth in the Agreement.

## 1. SUPPORT SERVICES

### 1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Licensee's time zone, excluding holidays observed by Infor, which fall within the applicable coverage window. However, these hours vary based on Component System. Component System support hours are noted in specific knowledge base articles, on the Infor Xtreme Portal, located at [www.inforxtreme.com/inforxtreme](http://www.inforxtreme.com/inforxtreme)

### 1.2 Electronic Support

Infor will provide 24x7x365 online access to the Infor Xtreme Portal which contains services such as online incident logging, tracking and management, knowledge base articles, latest Component System release information, electronic software distribution, Component System upgrades and Component System Documentation.

### 1.3 24x5 Critical Incident Support

The Infor Xtreme Support plan covers 24x5 Critical Incident Support for most Component Systems. "Critical Incident Support" is defined as the delivery of support via telephone for production down (Severity 1) situations, as defined in Section 2.2 below. When Licensee calls for technical assistance regarding a Severity 1 issue outside of Xtreme Support coverage hours or during locally observed holidays, the call will be routed to an open Infor Xtreme Support center or to the on-call resource. Severity 1 incidents will be worked within the Licensee's Xtreme Support plan terms, until the Component System(s) is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered to Severity 2 or below. Notwithstanding the foregoing, the Severity 1 support incidents of Component Systems on an 8x5 Xtreme Support plan and all other severity levels will be logged for response the next local business working day. 24 x 5 coverage begins at 12:00 AM Monday through 11:59 PM Friday local time in Licensee's time zone.

For certain products Critical Incident Support is available only during standard Support hours.

### 1.4 24 x7 Critical Incident Support Option

Should Licensee purchase an Xtreme Support plan with 24x7 Critical Incident Support (e.g. Xtreme Premium Support), Infor will respond to Severity 1 support incidents 365 days a year and 24 hours per day. This service will also be available during holidays observed by Infor. This option is not available for all Component Systems.

### 1.5 Access to Updates and Service Packs

When generally available, and provided such release is issued during a paid Contract Period, Infor will provide Licensee with access to the next new release of the Component System, which may include migration tools to assist with the upgrade process.

Infor will provide Licensee with access to periodic scheduled service packs including modifications of the base product, localizations, and translated versions which are made available for certain Component Systems. These often include adjustments that require code changes to the applicable Component System for human resources, finance, and logistical areas, and may include country-specific localizations.

When generally available, Infor will provide Licensee with access to additional functionality or new functionality in applicable Component Systems, which may be issued as part of Xtreme Support as a result of enhancement requests from customers.

#### 1.5.1 Critical Solution Notification

The Infor Xtreme Portal enables each Licensee to develop a unique profile, which identifies the knowledge base articles that may be of particular interest. When Infor develops a knowledge base article for a critical incident, Licensee can receive notification about its availability and how to access it, which can help reduce the time it takes to receive the important updates required to remain current on the applicable Component System(s).

#### 1.5.2 Recorded Briefings

Infor provides Licensee with access to recorded webinar Support briefings, which are recorded webinars, lasting an average of 5 – 15 minutes, designed to help Licensee become familiar with the latest Infor Component Systems functions and features.

## 2. Resolution of Support Incidents

### 2.1 Initiation of an Incident

# EXHIBIT A INFOR Xtreme Support Summary

Licensee may contact Infor Xtreme Support via telephone or may log an incident online via the Infor Xtreme Portal to initiate an application support request referred to as an “incident”.

The general definition of a support incident is a single, reproducible issue, problem, or symptom. An “incident” for purposes of Infor Xtreme Support is a request for assistance, or a question fully and accurately logged with the Infor Xtreme Portal that is related to Infor Component System operation, software keys, or information requests about our Xtreme Support plans.

To help ensure a timely response to a support incident, Licensee shall provide the following information: (a) the Infor Licensee number and contact details, (b) applicable Component System name and version number, including any applicable maintenance release number (c) severity level of support request, (d) details of the support request, including error messages and error reproduction steps if any, and applicable screen shots and output examples if logging online, (e) description of issue’s impact and frequency, and (f) applicable hardware, operating systems and third party software information.

## 2.2 Severity Levels

Licensee will use reasonable business judgment to identify the severity of the support incident according to the following severity level descriptions:

- (a) **Severity 1 – Production Down/Critical.** Licensee’s production system, database or Component System is inoperable, a critical application failure has occurred, and business processes are halted. There is no workaround available. Severity 1 issues that occur after standard Xtreme Support hours must be reported by telephone.
- (b) **Severity 2 – High.** A critical business process is impaired, causing a serious disruption of a major business function and is causing a serious impact on daily functions or processing, and there is no acceptable workaround.
- (c) **Severity 3 – Medium.** Non-critical issues with the Component System. Licensee is able to run the Component System, and there is an acceptable workaround for the issue.
- (d) **Severity 4 – Low.** An inquiry and/or low impact issue that does not require immediate attention. This includes cosmetic issues on screens, errors in documentation, or a request regarding the use of the Component System.
- (e) **Severity 5 – Suggestion for Enhancement.** A suggestion is made for enhancing Component System by adding new features or improving existing features.

## 2.3 Response

Infor shall use commercially reasonable efforts to meet the response targets below. Infor calculates “Response Targets” as the difference between the time an incident is appropriately logged into the Infor system and the time of Infor’s first value-added communication.

For Severity 1 incidents, Infor will make commercially reasonable efforts to respond, within one (1) hour during scheduled business hours; for Severity levels 2-4, Infor will make commercially reasonable efforts to respond, within two (2) hours during scheduled business hours. Infor does not set a response target for Severity 5 support incidents.

For Licensees that have purchased the Infor Xtreme Elite Support plan, Infor will make commercially reasonable efforts to respond to Severity 1 incidents within thirty (30) minutes during scheduled business hours; for Severity levels 2-4, Infor will make commercially reasonable efforts to respond within one (1) hour during scheduled business hours. Infor does not set a response target for Severity 5 support incidents.

## 2.4 Resolution

Incident resolution is often an investigative process that is iterative with many variables, and at times requires collaboration and troubleshooting by various teams within Infor and the Licensee to determine the root cause in order to help bring the incident to resolution. The nature of this process makes providing target resolution times difficult. Infor strives to allow Licensee to have the ability to continue doing business while Infor investigates the cause of an issue, and Infor works to provide regular updates, as Infor progresses through the troubleshooting process in an effort to resolve the issue. A resolution can be, without limitation, an answer that resolves an issue; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the criticality of the situation.

## 2.5 Remote Access and Infor Support Assistant

When necessary, and with Licensee’s permission, Infor Xtreme Support analysts may remotely access the systems associated with Infor Component Systems to help analyze and help resolve any complex issues that Licensee may be experiencing. Infor may also use information available through the use of the Infor Support Assistant to aid in the troubleshooting process. The Infor Support Assistant is not available for all Component Systems. In order to take advantage of remote access or the Infor Support Assistant, Licensee must maintain all software, hardware, and network equipment in the configuration recommended by the appropriate equipment vendor or by Infor guidelines.

## 2.6 Escalation

Escalation beyond standard procedures is reserved for issues that merit a higher degree of attention, and such escalation is not intended for issues that are well-suited to Infor’s standard operating procedures. If Licensee believes that an issue needs a higher level of

# EXHIBIT A INFOR Xtreme Support Summary

attention, Licensee should contact the regional Xtreme Support Center and request that a Support Manager become involved. If merited, Infor will escalate Licensee's issue and notify the appropriate Support Manager of the situation. The Support Manager will act promptly to assess the situation, contact Licensee to discuss the resolution plan, identify required resources, and implement the resolution plan.

### 3. Lifecycle Support Information

Infor's current support policy is to make available Xtreme Support for all Infor Component Systems for as long as it is commercially practical and technically feasible. However, Infor will periodically evaluate product families to determine whether there are an appropriate number of Licensee's willing to invest in annual Xtreme Support contracts, and Infor will communicate any substantive Xtreme Support changes to Licensee's proactively. Enhancements, regulatory changes and technical environmental upgrades are generally applied only to the current release, while fixes for defects are generally applied to the latest two releases of the product. Licensee should contact Infor for the lifecycle information for Licensee's specific Component System(s). This information is available on the Infor Xtreme Portal.

### 4. Third Party Product Support

The support of Third Party Products and databases used by Infor Component Systems can only be provided as long as such Third Party Products and databases are supported by support plans from their respective vendors which track with the then-current Infor Xtreme Support plans, and further provided Infor maintains a contractual relationship with such vendors that permits Infor to provide the same level of support for such Third Party Products and databases that Infor then-currently offers for its own Component Systems.

### 5. Xtreme Support Scope Coverage

Infor will respond to all Support incidents, however, Infor, at its sole discretion, will only spend up to fifteen (15) minutes on any incident that is outside the scope of Infor Xtreme Support. Without limitation, this applies to the following areas:

- Data correction—incidents related to data corrections or corruptions that are not caused by the malfunction of the unmodified standard Infor Component System.
  - Training—Requests for training and education are provided through the Infor Consulting Services organization.
  - Test or Development Server – troubleshooting issues regarding Component System functionality when conducting a test on a test server or development server.
- \*Provided for some products – please refer to your contract with Infor*

If Licensee is unsure whether the issue is a Support incident or an issue which requires consulting services, Licensee may initiate a support incident request, and the support analyst will work with Licensee to determine the appropriate course of action.

- Implementation setup—any implementation issue such as business flow processes, configurations or installation of 3<sup>rd</sup> party components such as databases and operating system (OS), benchmarking, training of users, etc.
- Application optimization —assistance in analyzing, testing, or improving the performance of the Component System.
- Modified objects (custom software)—Support of Infor's standard (unmodified) code set. However, Support does not include analyzing the code of module customizations and/or customized reports.
- Hardware/operating system \*—any incident regarding assistance with the hardware configuration, operating system tuning, or database administration tasks.

**EXHIBIT F**  
**ESCROW ADDENDUM**  
**to the License Agreement**  
**between**  
**Infor (US), Inc. (“Infor”)**  
**and**  
**City of Fort Lauderdale (“Licensee”)**

The terms and conditions of the Software License Agreement dated , between Licensee and Infor (the “Agreement”) shall be subject to the following additions, alterations and modifications. In the event of a conflict between the terms and conditions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall govern and control.

In consideration of a one-time fee of \$5,000, Infor will execute an Enrollment Form, in the form attached hereto as Exhibit E. For so long as Licensee is subject to an effective maintenance and support agreement with Infor and has paid the applicable fees thereunder, Licensee may gain access to the Source Code for the Component System(s) (excluding third party software) listed on said Enrollment Form (the “Software Applications”) and included as Exhibit G below, solely in accordance with the terms of the Master Depositor Escrow Service Agreement dated as of May 29, 2008, entered into between Infor and Iron Mountain Intellectual Property Management, Inc. (the “Master Escrow Agreement”). Infor further agrees that, in the event that the Master Escrow Agreement terminates, Infor will promptly enter into a new escrow agreement with similar terms, under which Licensee may gain access to the Source Code for the Software Applications in accordance with the terms herein and in such escrow agreement. Any Source Code released hereunder shall be subject to the terms of the Agreement, including without limitation, any terms regarding use of Source Code.

Licensee acknowledges that there are annual fees associated with this service that will be billed and paid by Licensee directly to Iron Mountain. These fees are listed on the Enrollment Form and are subject to the terms of the Master Escrow Agreement. This Addendum is an amendment to and an integral part of the Agreement. Licensee agrees that it has read this Addendum, understands it and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto execute this Addendum on the date as set forth below.

**City of Fort Lauderdale**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Infor (US), Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT G**

Software applications for which the City shall be a source code beneficiary:

- Infor Supply Chain Management
- Infor d/epm
- Infor HCM
- Infor Expense Management
- Infor Ming.le
- Infor ION