



### 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.

<b>Licensee Account ID:</b>	372281
<b>Infor GL ID:</b>	US06A
<b>Account Executive Name:</b>	Bob Blackwell

<b>Primary-use 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@ftlauderdale.gov	Contact email: acctspayable@fortlauderdale.gov

## **IV. Additional Terms**

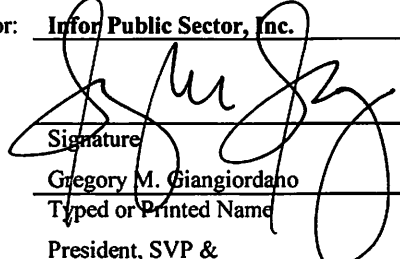
1. Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.
2. **Option to Acquire Additional Licenses of Subscription Software:** 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.

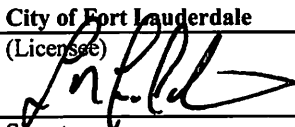
	Part # (if applicable)	Subscription Software	License Type	Additional Annual Subscription Fee Per License (\$USD)
1	HRS-S-LEMPR	Knowledgebase Subscription	US	\$7.09
2	HRS-S-LOFB	Offboarding Subscription (US-English)	US	\$5.51
3	HRS-S-LONB	Onboarding Subscription (US-English)	US	\$7.09
4	HRS-S-LTC	Total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

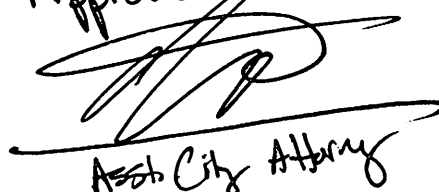
3. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in 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)(1) 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 227.2702 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.  
  
 Signature  
 Gregory M. Giangiardano  
 Typed or Printed Name  
 President, SVP &  
 General Counsel  
 Title  
 Date

for: City of Fort Lauderdale  
 (Licensee)  
  
 Signature  
 Lee R. Feldman  
 Typed or Printed Name  
 City Manager 10-31-14  
 Title Date

Approved as to Form :  
  
 Asst City Attorney