



SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER: _____

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between **Infor Public Sector, Inc.**, a California 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: _____

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:

Terence
Print Name: Terence Dougherty
Title: Asso. General Counsel

Steven Sutton
Print Name: Steven Sutton
Title: Asso. General Counsel

INFOR PUBLIC SECTOR, INC., a California corporation
authorized to transact business in the State of Florida

By:

Gregory M. Giangiordano
Print Name: Gregory M. Giangiordano
Title: President, SVP & General Counsel

ATTEST:

Bradford E. Steiner
Print Name: Bradford E. Steiner
Title: Secretary

(CORPORATE SEAL)

STATE OF PENNSYLVANIA
COUNTY OF CHESTER:

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by Gregory M. Giangiordano as President, SVP & General Counsel for Infor Public Sector, Inc. a California corporation authorized to transact business in the State of Florida.

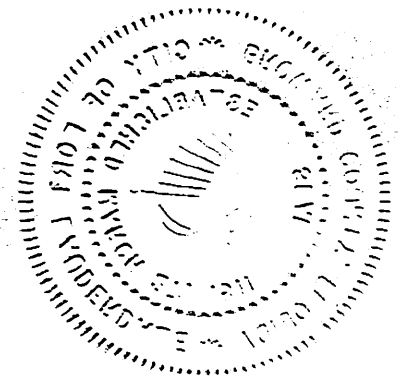
(NOTARY SEAL) COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Joyette Tenneh Dean, Notary Public
Malvern Boro, Chester County
My Commission Expires Aug. 16, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Joyette Tenneh Dean
Notary Public, State of PENNSYLVANIA
(Signature of Notary Public)

Joyette Tenneh Dean
(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



NOTARIAL SEAL
COMMONWEALTH OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Joyce Tamm Dean, Notary Public
My Commission Expires 06/15/2018
NUMBER PENNSYLVANIA RECORDS BY 457622

Notary Public
J. Tamm Dean
My Commission Expires 06/15/2018

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/. 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

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:

- Implementation setup—any implementation issue such as business flow processes, configurations or installation of 3rd 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.

- 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.

EXHIBIT F

**ESCROW ADDENDUM
to the License Agreement
between
Infor Public Sector, 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"), 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: _____

[Signature]

City Manager

10-31-14

INFOR PUBLIC SECTOR, INC.
By: *[Signature]*
Title: Gregory M. Giangliordano
SVP & General Counsel
Date: _____

Infor Public Sector, Inc.

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