



## ADDENDUM TO SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Addendum ("Addendum"), effective as of the latest date signed below when all parties have signed, is entered into between **Infor Public Sector, Inc.** ("Infor") and **City of Fort Lauderdale, Florida** ("Licensee" or "City") and modifies the *Subscription License and Services Agreement* between the parties effective October 24, 2016 (the "Agreement"). All the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections amend or replace the respective sections contained in the Agreement or add additional section(s) to the Agreement. The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

**1. The following Definitions are added to the Agreement:**

### **Definitions**

- a. Infor **Authorizing Official** is an executive with the authority to formally assume responsibility for operating an Information System at an acceptable level of risk to organizational operations including mission, values, vision, functions, image, reputation, organizational assets, individuals and other organizations.
- b. **Information Security Incident** is an event where the security of any Licensee Data or Personal Information has been compromised, or 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.
- c. **Securely Destroy** means taking actions that render Licensee Data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. **Subcontractor** means any and all subcontractors, affiliates, agents, independent contractors and other third parties which Infor uses in order to provide the services or products described under the Agreement.

**2. The following Data Security section is added to the Agreement:**

### **Use, Storage and Access of Licensee Data**

Infor shall not provide access and administration of the Subscription Software, Subscription Services, and Licenses Data within a country which is restricted or prohibited by United States laws.

### **Security Policies and Safeguards**

A System that is owned or controlled by Infor or Subcontractor and contains Licensee Data shall be secured as follows:

- a. In transit over public networks, Customer Data is encrypted with, at a minimum, TLS 1.2 or its logical successor.
- b. While Customer Data is at rest within Systems, Customer Data is encrypted with, at a minimum, AES 256 bit or its logical successor.
- c. Enable an appropriate level of auditing and logging for the operating system and applications based at a minimum on industry best practices and industry regulations and make these logs available to the Licensee upon request only for any active Information Security Incident investigation.

### **Data Transfer Upon Termination or Expiration**

- a. Upon expiration or early termination of the Agreement, the method of destruction shall be accomplished by "purging" or "deletion", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or similar standard. Infor shall certify in writing to the Licensee that such return or destruction has been completed. In the event that the Licensee requests destruction of its data, Infor agrees to Securely Destroy all data in its possession and in the possession of any Subcontractor to which Licensee Data may have been transferred. Infor agrees to provide documentation of data destruction to the Licensee upon request.
- b. Infor will promptly notify the Licensee in writing of any impending cessation of its business and any contingency plans. In any such event, the Licensee shall have the rights to the Licensee Data set forth above without incurring additional charges.

**3. Section 6 (d) of the Agreement is deleted and replaced in its entirety with the following:**

6(d) Information Security Incident Response. In the event that Infor becomes aware of an Information Security Incident, Infor shall:

- (i) Promptly notify Licensee, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- (ii) Investigate such Information Security Incident and conduct an 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 that such cause is within Infor or any of its affiliates or subcontractor's control;
- (v) Provide: 1. Notification to potentially affected persons; 2. Credit monitoring services; 3. Identification protection services; 4. Establish and operate a call center; 5. Notification to any and all regulatory authorities; and 6. Other functions, services, or penalties as may be required by law.
- (vi) Should it be determined that such Information Security Incident was the responsibility of Licensee, Licensee shall reimburse Infor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

Both Infor and Licensee shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all Licensee Data in Infor or any of its affiliates or subcontractor's control.

Infor will defend, indemnify, and hold harmless Licensee and Licensee's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 14 BELOW, INFOR'S MAXIMUM LIABILITY TO LICENSEE HEREUNDER SHALL NOT EXCEED TWENTY MILLION DOLLARS (\$20,000,000) IN THE AGGREGATE DURING THE TERM OF THE AGREEMENT.

**4. The following Insurance section is added to the Agreement:**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Infor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Infor. Upon execution of the agreement, Infor shall provide the City a certificate of insurance evidencing such coverage. Infor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Infor shall not be interpreted as limiting the Infor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Infor for assessing the extent or determining appropriate types and limits of coverage to protect the Infor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Infor under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar

endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Infor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### **Professional Liability**

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate. Infor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### **Cyber Liability**

Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Infor does not own vehicles, the Infor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Infor waives, and Infor shall ensure that Infor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

#### **Insurance Certificate Requirements**

- Upon request of the City, Infor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- Infor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Infor to provide the proper notice. Such notification will be in writing and addressed to the certificate holder.
- In the event the Agreement term or any surviving obligation of Infor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Infor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- The City shall be named as an Additional Insured on all liability policies, with the exception of Professional Liability and Workers' Compensation.
- The City shall be granted a Waiver of Subrogation on the Infor's Workers' Compensation insurance policy.
- The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

#### **The Certificate Holder should read as follows:**

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Infor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Infor's expense.

If Infor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Infor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Infor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, and employees. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, and employees, shall be non-contributory. Any exclusion or provision in any insurance policy maintained by the Infor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Infor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Infor's insurance policies.

Infor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Infor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is Infor's responsibility to ensure that any and all of the Infor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Infor.

**Scrutinized Companies:** Prohibition Against Contracting With 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 (2020), 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 (2020), 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 (2020), 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 (2020), 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 (2020), as may be amended or revised.

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

**Infor Public Sector, Inc.**

**Licensee:** City of Fort Lauderdale, Florida

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

The Parties hereby enter into this Agreement as of the date signed by the City Manager:

ATTEST:

CITY OF FORT LAUDERDALE

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

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

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

Approved as to form:

By: \_\_\_\_\_  
Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

INFOR PUBLIC SECTOR, INC.

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Attest

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

\_\_\_\_\_  
Title

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

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

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (NAME OF CORPORATE OFFICER SIGNING) for Infor Public Sector, Inc., a California corporation authorized to transact business in the State of Florida.

(SEAL)

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

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

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

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