



## ORDER FORM

This Order Form is subject to the terms of the Subscription License and Services Agreement between **Infor (US), Inc.** and **City of Greensboro** ("Licensee") with an Effective Date of March 11, 2014 (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

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, 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**

I(a): Exchanging From:

	<b>Part #</b> (if applicable)	<b>Subscription Software</b>	<b>License Restriction*</b>		<b>Support Level**</b>
			Quantity	Type	
1	UPP-S-BITMSU	Infor Lawson Business Intelligence Subscription	8	CPUCORE	CXTE

The Subscription Software in table I(a) are herein referred to as the "Current Component Systems".

I(a): Exchanging To:

	<b>Part #</b> (if applicable)	<b>Subscription Software</b>	<b>License Restriction*</b>		<b>Support Level**</b>
			Quantity	Type	
1	EPM-S-BI	Infor BI Subscription	60	NU	CXTE

The Subscription Software in table I(b) are herein referred to as the "New Component Systems".

### **II. Subscription Software**

	<b>Part #</b> (if applicable)	<b>Subscription Software</b>	<b>License Restriction*</b>		<b>Support Level**</b>
			Quantity	Type	
1	EPM-S-DWDRU	BV Data Warehouse Designer Subscription (Restricted Use)	8	CPUCORE	CXTE
2	S3A-S-FMAPSU	Financial Management and Project Analytics Subscription	10	NU	CXTE
3	S3A-S-SCA	Supply Chain Analytics Subscription	10	NU	CXTE
4	S3A-S-LPA	Human Capital Management Analytics Subscription	50	NU	CXTE

\*If specified in the License Restriction field:

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

### **Support Included in Subscription Services:**

\*\*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**

Subscription Fees previously paid by Licensee on the Current Component Systems set forth above is hereby transferred to the New Component Systems set forth above.

<b>Additional Annual Subscription Fee: \$27,984.00</b>	
<b>Initial Subscription Term: February 15, 2016 through March 10, 2019</b>	
<b>Fee for Initial Subscription Term***: \$85,868.71</b>	
***The Subscription Fee may be prorated based on the anticipated Order Form Date to coincide with the expiration date of Licensee's current Subscription Term. This fee may vary based on the actual Order Form Date.	
<b>Total contract value (before applicable taxes):</b>	<b>\$85,868.71</b>

All amounts are in US Dollars unless otherwise specified.
<b>Currency: United States Dollars</b>

## **III. Payment Terms**

Annual Payment Terms:

Due 30 days from Order Form Date: \$29,900.71

Due on or before March 10, 2017: \$27,984.00

Due on or before March 10, 2018: 27,984.00

Licensee Account ID: 5555-L
Infor GL ID: US0AB
Account Executive Name: Jerry Keuny

<b>Primary Location Address:</b>	<b>Invoice Address:</b>
City of Greensboro 300 West Washington Street Greensboro, NC 27401	City of Greensboro 300 West Washington Street Greensboro, NC 27401
Contact Name: Chryste Hofer	Contact Name: Chryste Hofer
Contact Title: Deputy CIO	Contact Title: Deputy CIO
Contact Phone: 336-373-4650	Contact Phone: 336-373-4650
Contact email: chryste.hofer@greensboro-nc.gov	Contact email: chryste.hofer@greensboro-nc.gov

## **IV. Additional Terms**

Licensee's purchase of the subscription 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.

Upon execution of this Order Form, Licensee's right to use the Current Component Systems set forth above shall immediately terminate, and all provisions set forth in the Agreements regarding license termination shall apply. Licensee shall not be entitled to a refund of any fees associated with the terminated licenses.

Exhibit 1 –Service Level Description is attached to and made a part of this Order Form.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

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).

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. 227.7202, 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.

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.

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date")

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

For: **Infor (US), Inc.**

For: **City of Greensboro**

(Legal Name of LICENSEE)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

City of Greensboro

ATTEST:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Deputy Finance Officer

APPROVED AS TO FORM

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

**Exhibit 1 to Order Form**  
**Service Level Description**

**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.