



SaaS Order Form

This Order Form is subject to the terms of the Subscription License and Services Agreement between **Infor (US), Inc.** ("Infor") 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, 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: Greensboro

I(a) Subscription Software – Terminate:

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	S3F-S-CSPSPFPRO	Infor CloudSuite Public Sector Financials and Procurement Subscription	3,003	FTE	CXTE
2	S3S-S-SRM	Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt.) Bundle Subscript	3,003	FTE	CXTE
3	S3A-S-FMAPASCA	Infor Financials and Procurement Analytics Subscription	3,003	FTE	CXTE
4	BPP-S-XMLTSU	Design Studio Subscription	3,003	FTE	CXTE
5	TAM-S-CSHCMENT	Infor CloudSuite HCM Core Subscription	3,103	FTE	CXTE
6	LMS-S-CONDDL	Learning Management Content Creation Developer License Subscription	15	NU	CXTE
7	PTS-S-PERFPR	Talent Science Performance Profiles Subscription	4	UP	CXTE
8	PTS-S-CSTJT	Talent Science Custom Strategic Leadership Insights Job Template Subscription	12	UTMPLT	CXTE
9	HRM-S-CSHCMPYUSA-FTE	Infor CloudSuite HCM Payroll USA Subscription FTE	3,103	FTE	CXTE
10	HRM-S-BSIF	BSI TF US Subscription	4,076	EM	CXT
11	S3A-S-CSHMAN	Infor CloudSuite HCM Analytics Subscription	3,103	FTE	CXTE
12	S3O-S-ENHDR-ST	Enhanced Disaster Recovery - Single-Tenant	1	EA	CXTE

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

I(b). Subscription Software – Replace with:

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	HRM-S- CSHCMPYUSA- FTE	Infor CloudSuite HCM Payroll USA FTE - SaaS ST	3,103	FTE	CXTE
2	S3F-S-CSPSFSM- MT	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT	3,103	FTE	CXTE
3	TAM-S- CSHCMENT	Infor CloudSuite HCM Core - SaaS MT	3,103	FTE	CXTE
4	ANC-S-UAP	Infor User Adoption Platform - SaaS	200	NU	CXT
5	ANC-S-UAP- CSFSM	Infor User Adoption Platform - CloudSuite Financials & Supply Management Content Library - SaaS	1	ET	CXT
6	BBI-S-ADD- NTWKBA	Birst Cloud Networked Business Analytics	1	ET	CXTE
7	BBI-S-DENT- ROLITE	Birst Cloud Read-only Lite User (Direct)	500	NU	CXTE
8	BBI-S-DEPLOY- USW	Birst Cloud Deployment Site - US West	1	DA	CXTE
9	COL-S-DAC-MT	Infor Coleman Digital Assistant Consumption - SaaS MT	120,000	ATRAN	CXTE
10	EDU-S-S3FM	Infor Campus Membership - CloudSuite Financials & Supply Management	3,103	FTE	CXTE
11	EDU-S-TAMM	Infor Campus Membership - Global HR & Talent Management	3,103	FTE	CXTE
12	HRM-S-BSIF	BSI TF US - SaaS MT	3,076	EM	CXT
13	ION-S-PIPELINES	Infor Data Lake Data Scanning - SaaS MT	6	UTLM	CXTE
14	ION-S-PROCESS- EMBED	ION Messages for Infor - SaaS MT	3	MSG	CXTE
15	ION-S-STORAGE	Infor Storage	2	1.0TB	CXTE
16	S3F-S-SRM-MT	Strategic Sourcing/Supplier Portal - SaaS MT	3,103	FTE	CXTE
17	TAM-S-TRACKER	Tracker Corp- I-9 & E-Verify Integration	3,103	FTE	CXT
18	BBI-S-DENT-ANLU	Birst Cloud Analyst User (Direct)	2	NU	CXTE
19	BBI-S-DENT-BNSU	Birst Cloud Business User (Direct)	18	NU	CXTE
20	BBI-S-DENT-PLT	Birst Cloud Enterprise Edition Platform License (Direct)	1	ET	CXTE

The Subscription Software in table I(b) are herein referred to as the “New Subscription Software”.

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

* If specified in the User Restriction field:

- “**1.0TB**” = **Terabyte** - Represents the number of Storage capacity in Terabytes
- “**ATRAN**” = **Annual Transactions** - Quantity represents the number of entries processed annually by the Component System, including but not limited to such sources as bank account summaries, bank account statements, accounting reports from any interface software, excel import templates, purchase orders, sales orders and invoices, regardless of whether such entries are entered manually or electronically.
- “**DA**” = **Data Center** - Quantity represents the maximum number of separate data centers having the Component System installed on machines located within it. Each separate data center requires a license. A Datacenter is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site.
- “**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

- **“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.
- **“FTE” = Full Time Equivalent** - Means 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), and is calculated as follows: At any point in time, the total number of FTEs is calculated by adding (a) 100% of the total number of current employees and independent contractors working 30 or more hours per week, excluding Seasonal Workers; (b) 50% of the total number of current employees and independent contractors working fewer than 30 hours per week (“Part Time Workers”), excluding Seasonal Workers; (c) 25% of current volunteers and unpaid workers; and (d) 25% of Seasonal Workers who worked for Licensee at some time in the previous 12 months. In addition, if the Component System is used in connection with administering payroll and/or benefits, the total number of FTEs shall also include (e) 10% of former employees and independent contractors, whether previously engaged on a full-time, part-time, seasonal, volunteer or other basis, whose data is processed by the Components 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 FTEs as of such Anniversary. If the actual number of FTEs as of an Anniversary is in excess of the specified licensed quantity of FTEs as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount. For purposes herein, a Seasonal Worker is an individual who works on a seasonal basis not to exceed four months; any individuals who work on a seasonal basis in excess of four months shall be counted as Part Time Worker.
- **“MSG” = ION Messages in Millions** - Quantity represents the aggregate volume of Messages, expressed in millions, exchanged between Infor software applications and third-party applications, application programming interfaces (APIs), message queues, shared directories, databases or network components for a 12-month period. A Message is a discrete inbound or outbound exchange of data (e.g. a report, order, requisition or inquiry) processed by Infor ION and routed to/from an application, APIs, message queues, shared directories, databases or other network component.
- **“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.
- **“UTLM” = Utilization - Metered** - Quantity represents the aggregate query or transfer volume, expressed in terabytes, for a 12-month period. Utilization is continuously metered and reported by Infor (a) in the case of query, based upon all queries against the applicable data source; and (b) in the case of transfer, for all transfers of data from the applicable data source. Utilization - Metered is subject to an annual reconciliation and true-up.

****Support Level for Subscription Software:**

CXT = Essential Support– During the Subscription Term, Licensee is eligible to receive the standard support that Infor makes generally available to its subscription customers. No subscription options for support are included unless otherwise specified herein. Additional information regarding Subscription Services support may be found at: <http://www.infor.com/cloud/subscription/>

CXTE = Customer Success Plus Program - 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 (CSM). The CSM focuses on the overall relationship with Licensee. The CSM’s role is not technical in nature. The CSM interfaces with the Licensee’s key stakeholders and applicable, strategic Infor contacts, including product management and development, as needed. The CSM schedules regular business and strategy meetings with Licensee. The goal of these meetings is to review progress toward Licensee’s identified business goals and to help ensure alignment with Licensee’s identified strategic objectives. Additional information regarding deliverables of CXTE may be found at: <https://www.infor.com/support/customer-success-plus/>

II. Subscription Term and Subscription Fees

Annual Subscription Fee for year 1 (Order Form date through July 31, 2020) of Initial Subscription Term: \$950,000.00

Annual Subscription Fee for year 2 (August 1, 2020 through July 31, 2021) of Initial Subscription Term: \$969,000.00

Annual Subscription Fee for year 3 (August 1, 2021 through July 31, 2022) of Initial Subscription Term: \$988,380.00

Annual Subscription Fee for year 4 (August 1, 2022 through July 31, 2023) of Initial Subscription Term: \$1,008,148.00

Annual Subscription Fee for year 5 (August 1, 2023 through July 31, 2024) of Initial Subscription Term: \$1,028,311.00

Initial Subscription Term: Order Form Date through July 31, 2024.

Fee for Initial Subscription Term: **\$950,000.00**

Tracker Corp – I-9 & E-Verify Integration Implementation (TAM-S-TRACKER-IMP): **\$5,000.00**

Total Amount Due (before applicable taxes): **\$4,948,839.00**

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 and the Integration Implementation Fee, plus applicable taxes, will be invoiced promptly upon the 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 thirty (30) days of the date of the invoice.

Licensee Account ID:	5555-L
Infor GL ID:	US0AB
Account Executive Name:	Rhoda Steward

Primary-Use Address:	Invoice Address:
City of Greensboro 300 West Washington Street Greensboro, NC 27401 USA	City of Greensboro 300 West Washington Street Greensboro, NC 27401 USA
Contact Name: Chryste Hofer	Contact Name: Chryste Hofer
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

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

In consideration for the pricing and terms under this order form, Infor may make reference to Licensee as a customer in press releases and written and verbal communications. Licensee agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

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.

Education Services – INFOR CAMPUS Membership: Licensee has elected to subscribe to each INFOR CAMPUS Membership identified herein for the subscription term specified herein, which shall automatically renew on an annual basis at Infor's then-current fees unless Licensee provides Infor with written notice of its election not to renew at least at least ninety (90) days prior to the start of the upcoming renewal period. Licensee shall pay to Infor the annual fee applicable to each such renewal period prior to the commencement of the applicable annual renewal period. Infor reserves the right to suspend access to any INFOR CAMPUS Membership in the event of any past due fees. Licensee agrees to the User Restriction specified herein and further agrees that each

person using any portion of the INFOR CAMPUS Membership shall be counted toward the maximum quantity specified, and that only in the case of termination of employment or extended leave of absence, shall such a person's use of the INFOR CAMPUS Membership be transferable to another individual within Licensee's organization. Each user of the INFOR CAMPUS Membership must also be a licensed user under the Agreement for each Component System that is the subject of the INFOR CAMPUS Membership. All payments associated with the INFOR CAMPUS Membership or any other education services are non-refundable.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO INFOR CAMPUS MEMBERSHIPS OR ANY EDUCATION SERVICES AND INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD-PARTY LICENSORS IN CONNECTION WITH AN INFOR CAMPUS MEMBERSHIP OR ANY EDUCATION SERVICES SHALL NOT EXCEED THE ANNUAL FEE PAID BY LICENSEE FOR SUCH INFOR CAMPUS MEMBERSHIP OR EDUCATION SERVICES (AS APPLICABLE) FOR THE ANNUAL PERIOD IN WHICH THE LIABILITY FIRST AROSE.

It is Licensee's desire and intent to terminate its Current Subscription Software set forth above and to replace it with the New Subscription Software set forth above. Infor shall apply any amount of unused, prepaid subscription fees for the Current Subscription Software to the Licensee's outstanding or future subscription invoices. The Parties agree that the Current Subscription Software shall be terminated as of the Order Form date.

Infor plans to make generally available a new multi-tenant version of the Subscription Software solution which is intended to replace the Infor CloudSuite HCM Payroll USA Subscription FTE. Licensee shall not be required to pay any additional Subscription Fees for the multi-tenant equivalent software.

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 (US), Inc.**

Signature

Typed or Printed Name

Job Title _____
Date

City of Greensboro
for: _____
(Licensee)

Signature

Typed or Printed Name

Job Title _____
Date

City of Greensboro

City Manager

Deputy Finance Officer

ATTEST

Deputy City Clerk

APPROVED AS TO FORM

Assistant City Attorney

Exhibit 1 to SaaS 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.

Cloud Storage - Infor Subscription Software solutions (other than Infor Birst Cloud Subscription Software) include two (2) terabytes of storage at no additional charge. Infor Birst Cloud Subscription Software includes 200 gigabytes of storage at no additional charge. This storage limitation is for the Licensee's production environment only and applies to each Infor CloudSuite or Subscription Software product line, regardless of whether they are subscribed for on a single Order Form or across multiple Order Forms.

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. Notwithstanding anything to the contrary in the Agreement, (a) Infor's service level objective for Subscription Software (other than Infor Birst Cloud Subscription Software) is 99.5% Availability measured on a monthly basis and service level credits will be paid based on a monthly prorated fee and (b) Infor's service level objective for Infor Birst Cloud Subscription Software is 99.5% Availability measured on a quarterly basis and service level credits will be paid based on a quarterly prorated fee. For example, a 5% service level credit on an annual subscription fee shall be (a) 5% of 1/12 of the annual fee for Subscription Software other than Infor Birst Cloud Subscription Software, and (b) 5% of 1/4 of the annual fee for Infor Birst Cloud Subscription Software.

Availability for the Subscription Services is measured as a percentage of Scheduled Available Minutes.

- "**Scheduled Available Minutes**" are the total minutes in a month (or calendar quarter, as applicable) less the number of Scheduled Maintenance minutes in the applicable month (or calendar quarter, as applicable).
- "**Available Minutes**" is the number of Scheduled Available Minutes in a month (or calendar quarter, as applicable) 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 (or calendar quarter, as applicable) divided by the Scheduled Available Minutes in the month (or calendar quarter, as applicable).

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.