SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

AGREEMENT NUMBER: 2014.

THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT (the "Agreement") is between **Infor (US), Inc.** ("Infor") and **City of Greensboro** ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) **"Affiliate"** means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) **"Confidential Information"** means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information of Infor includes, without limitation, the Documentation, the Subscription Software, and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein provided it meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) **"Discloser"** means the party providing Confidential Information to the Recipient.

(d) **"Documentation"** means the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software.

(e) **"Documented Defect"** means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.

(f) **"Down Time"** means a cumulative period greater than one hour per month which exceeds the availability and reliability allowances set forth in the Documentation during which time the Hosting Services are unavailable, such unavailability materially impacts Licensee's usage of the Subscription Software, and the unavailability is reported to Infor within twenty-four (24) hours.

(g) **"Effective Date"** means the date identified on the signature page of this Agreement as the Effective Date.

(h) **"Hosting Services"** means the software-related application hosting services that Infor provides Licensee under this Agreement and/or any Order Forms and includes the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software on servers located at a facility selected by Infor.

(i) **"Intellectual Property Rights"** means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing) and Confidential Information.

(j) **"Licensee Data"** means information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or Licensee Employees.

(k) **"Licensee Employees"** means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by Infor, and who, prior to obtaining access to the Subscription Software, have executed a Infor-approved non-disclosure agreement.

(l) **"Object Code"** means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(m) **"Order Form"** means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and User Restriction, a description of the Subscription Services, associated fees, and payment terms.

(n) **"Recipient"** means the party receiving Confidential Information of the Discloser.

(o) **"Residual Knowledge"** shall mean ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(p) **"Source Code"** means computer programs written in higher-level programming languages and readable by humans.

(q) **"Subscription Services"** means the Hosting Services and Support that Infor provides Licensee under this Agreement and/or any Order Forms.

(r) **"Subscription Software"** means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing the Subscription Services.

(s) **"Subscription Term"** means the period beginning and ending on the dates provided for in the Order Form for the Subscription Services and any renewal thereof.

(t) **"Third Party Licensor"** means a third party whose software products (**"Third Party Products"**) have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a **"Third Party Agreement"**).

(u) **"User Restriction"** means any Subscription Software user restriction identified in an Order Form (e.g., number of Users or Licensed Documents).

2. License. Subject to the terms and conditions of this Agreement and the applicable Order Form, Infor hereby

grants to Licensee a personal, non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access the Subscription Services and the Subscription Software (including any updates, enhancements, or modifications) in an environment hosted by Infor for Licensee's own, internal computing operations during the Subscription Term. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Documentation. Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.

(b) Additional Restrictions on Use of the Subscription Software. Licensee's use of the Subscription Software is subject to any User Restrictions specified in the applicable Order Form. Licensee's access to the Subscription Software shall be limited to the rights granted herein; in no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Hosting Services and in no event shall Licensee physically or personally possess or control the Subscription Software or any related Source Code, Object Code or Documentation. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Licensee is prohibited from using the Subscription Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.

(c) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.

(d) Source Code. Licensee has no license to access or use, or any other rights in or to, the Source Code for the Subscription Software.

3. Subscription Services.

(a) Subscription Orders. Infor will provide Licensee with Subscription Services for or related to the Subscription Software as set forth in one or more mutually agreed to and signed Order Forms. Infor is under no obligation to perform any Subscription Services other than pursuant to an Order Form. Notwithstanding the foregoing, if Infor performs Subscription Services at the direction of Licensee and the parties have not signed an Order Form for such Subscription Services, then such Subscription Services shall be subject to all terms and conditions of this Agreement, and Infor's then-current rates for such Subscription Services shall apply.

(b) Support. Subject to Licensee paying the applicable fee for the Subscription Services, Infor shall (a) provide

Licensee with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) install, when and if generally available, updates, enhancements or modifications to the then-current, general release version of the Subscription Software 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"). Support is a required component of the Subscription Services and is included in the Subscription Fee.

(c) Conditions On Providing Subscription Services.

(i) User Accounts. Licensee is responsible for maintaining its own user accounts and passwords which can be managed through the Subscription Software interface. Licensee is not responsible for activity that is undertaken using a username that Licensee has previously instructed Infor to remove from the list of authorized users. Otherwise, Licensee is responsible for all uses of its account, whether or not authorized by Licensee. Licensee is responsible for maintaining the confidentiality of Licensee's account ID's and passwords. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee's account of which Licensee becomes aware.

(ii) Connectivity. Infor will be responsible for maintaining ISP network connectivity capable of servicing the relevant Internet traffic to and from the Hosting Services. Licensee is responsible for providing its own ISP connection to the Internet. Licensee shall also be responsible for ensuring that end-to-end latency and end-to-end available bandwidth meet the minimum product specifications for Licensee's desired level of performance. "End-to-end" is defined as from the user's desktop to Infor's hosted routers.

(iii) Restrictions. Infor shall have no obligation to provide Subscription Services for any Subscription Software if such Subscription Software has been modified by Licensee or by a person under Licensee's direction, or to correct a problem caused by Licensee's negligence, Licensee's equipment malfunction or other causes beyond the control of Infor. Further, Infor shall have no obligation to provide Subscription Services if Licensee fails to pay the applicable Subscription Services fee or is otherwise in breach of this Agreement.

4. Payment and Taxes.

(a) Payment. Licensee shall pay Infor the Subscription Services fee for the initial Subscription Term per the terms set forth on the Order Form. Fees for Subscription Services are non-refundable. Infor will use good faith efforts to invoice Licensee thirty (30) days in advance of the applicable due date. Licensee will pay each Infor invoice by no later than fifteen (15) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Agreement, any Subscription Services provided, and payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement and any Order Form. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

5. Limited Warranties, Disclaimer of Warranties, and Remedies.

(a) Limited Subscription Software Warranty by Infor and Remedy For Breach. Infor warrants that the Subscription Software licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the applicable Order Form Date. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 14 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) Disclaimer of Warranties. The limited warranties in this Section 5 are made to Licensee exclusively and are in lieu of all other warranties. INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET LICENSEE'S REQUIREMENTS.

(c) Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 5(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 5(a) shall not apply to (a) updates, enhancements or modifications provided under this Agreement or (b) previously licensed Subscription Software for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 14 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.

(e) HIGH RISK ACTIVITIES. THE SUSBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.

6. Confidential Information.

(a) Confidentiality.
The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as permitted under this Agreement or required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

(b) Security Policies and Safeguards: Infor shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and other Licensee property in the possession or under the control of Infor or to which Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less

rigorous than generally accepted security standards in the industry; and (iv) adequate to meet the requirements of applicable laws.

7. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Subscription Software infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than provided by Infor. If any Subscription Software is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the un-used portion of the Subscription Services fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Licensee's use of such Subscription Software. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

(a) Term. The Initial Subscription Term shall be the period set forth on the Order Form. After the Initial Subscription Term, the terms of this Agreement may be renewed for successive one-year terms (each a "Renewal Term"), subject to the mutual agreement of the parties regarding the subscription fees applicable to such Renewal Term(s). "Subscription Term" shall mean the Initial Subscription Term and/or a Renewal Term, as applicable. Except as set forth in Section 8(b), the neither the Initial Subscription Term nor any Renewal Term may be terminated prior to its expiration date.

(b) Right of Termination. If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay Subscription Services fees), 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 Agreement (including all Order Forms hereunder). 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 (including all Order Forms hereunder) on less than thirty days' written notice. However, notice to Infor under Section 5 will not constitute a notice of termination of this Agreement.

(c) Effect of Termination. Upon termination of this Agreement by either party, Licensee's license to use the Subscription Software and Licensee's access to the Subscription Services shall immediately terminate, and Infor will discontinue the provision of all Subscription Services as of the effective date of such termination. Termination of this Agreement will not release either party from making payments which may be owing to the other party under the terms of this Agreement through the effective date of such termination.

(d) Return of Licensee Data. Upon termination or expiration of this Agreement, provided that Licensee has paid Infor all amounts due under this Agreement, performed all obligations required to be performed by Licensee, and is not in material breach of this Agreement, Infor shall promptly return all Licensee data to Licensee as a native database export provided through Infor's FTP server. Infor shall be paid all applicable charges for services rendered through final termination of this Agreement and shall be reimbursed its reasonable out-of-pocket costs and expenses incurred in providing such termination assistance.

(e) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination or expiration of this Agreement.

(f) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

(g) Licensee will exert all reasonable, good faith efforts, and do all things lawfully necessary and proper, to obtain sufficient funding for the full term of this Agreement. However, should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year the Agreement shall become void. In the event that sufficient funds are not appropriated or otherwise legally unavailable to Licensee for any period of this Agreement, then Licensee will immediately notify Infor of such occurrence and this Agreement will expire effective on the last day of the period for which payment was received. Licensee is responsible for the payment of all fees through the termination date of the Agreement.

9. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

10. Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts

of God, acts of war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

11. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Subscription Services for the benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

12. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

13. Choice of Law; Severability.
This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

14. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE SUBSCRIPTION SERVICES FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) EXCLUSION OF DAMAGES. IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, 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 REMEMDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15. Audit Rights. Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form. Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any six (6) month period. If an audit reveals that Licensee is using the Subscription Services or Subscription Software beyond the scope of the license granted herein (such as for example, in excess of the User Restriction), then, in addition to any other remedies available to Infor, Licensee will promptly reimburse Infor for the cost of such audit and pay Infor the underpaid Subscription Services fees associated therewith based on Infor's then-current list rates, as well as any applicable late charges.

16. Compliance with Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Subscription Services and the Subscription Software.

17. Non-Solicitation of Employees. During the period that Infor is providing Subscription Services pursuant to this Agreement and for a period of one (1) year following the completion of such Subscription Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Subscription Services project (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

18. The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

19. Entire Agreement. This 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 Agreement, does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version

thereof delivered in person. This Agreement and all Order
Forms may be signed in counterparts.

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

Effective Date: _____

Infor (US), Inc.

Signature: _Patricia Elias_

Printed Name: Patricia Elias

Title: Associate General Counsel

Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: March 4, 2014

Elizabeth A. Hammett - WITNESS

City of Greensboro

[signature]

City Manager

LICENSEE: City of Greensboro

Signature: _Jane Nickes_

Printed Name: JANE NICKIS

Title: INTERIM IT DIRECTOR

Address: 300 W WASHINGTON ST

Address: Greensboro, NC 27402

Signature Date: 3/11/14

ATTEST:

[signature]

City Clerk

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

[signature]

Deputy Finance Officer

APPROVED AS TO FORM

[signature]

Assistant City Attorney

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between **Infor (US), Inc.** ("Infor") and **City of Greensboro** ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) "**Discloser**" means the party providing Confidential Information to the Recipient.

(d) "**Effective Date**" means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) "**Equipment**" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) "**Licensed Software**" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "**Recipient**" means the party receiving Confidential Information of the Discloser.

(i) "**Residual Knowledge**" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) "**Services**" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "**Work Order**" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. Services.

(a) **Work Orders.** Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "Work Order"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) Conditions On Providing Services. Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially

reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

3. Payment and Taxes.

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services Agreement, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is currently a tax-exempt entity and will provide Infor with a copy of its tax exempt certificate upon request. Should Licensee lose its tax exempt status for any reason, then Licensee will be responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

(c) Long-term Assignments. The parties acknowledge that reimbursement of travel and living expenses to an Infor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the parties will plan to limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year and subject to additional taxes as a result thereof, then Infor will increase consultant's compensation to cover such additional taxes, and Licensee shall reimburse Infor for the amount of such increase.

4. Limited Warranty and Disclaimer of Warranties.

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and

skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

5. Confidential Information.
The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except in accordance with this agreement or as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within

forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

.

6. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), 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 Services Agreement (including all Work Orders hereunder). 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 Services Agreement (including all Work Orders hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

7. Notices. All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Services Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this

Services Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

8. Force Majeure. Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

9. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Services Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

10. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Services Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

11. Choice of Law; Severability.
This Services Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.
This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

12. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, 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.

13. **Compliance With Laws**. Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product.

14. **Non-Solicitation of Employees**. During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees or independent contractors of the non-hiring party who directly worked on the Services project (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

15. **E-Verify**. The contractor (Infor) represents and covenants that the contractor (Infor) and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City (Licensee) is relying on this section in entering into this contract (Agreement). The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

16. **Entire Agreement**. This Services 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 Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Services Agreement and all Work Orders may be signed in counterparts.

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

Effective Date: _____

Infor (US), Inc.

Signature: _Patricia Elias_

Printed Name: Patricia Elias

Title: Associate General Counsel

Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: March 4, 2014

Licensee: City of Greensboro

Signature: _Jane Nickler_

Printed Name: JANE NICKLER

Title: INTERIM IT DIRECTOR

Address: 300 W. Washington St

Address: Greensboro, NC 27402

Signature Date: 3·11·14

Elizabeth A. Hammett
Witness Infor (US), Inc.

City of Greensboro

signature
City Manager

ATTEST:

signature
City Clerk

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

signature
Deputy Finance Officer

APPROVED AS TO FORM

signature
Assistant City Attorney

This Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement between **Infor (US), Inc. (formerly Lawson Software Americas, Inc.)** ("Infor") and **City of Greensboro** ("Licensee") with an Effective Date of _____ (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order: As of last party signing   Work Order Number: N/A

Prepared By: Jim Jensen

Approved By: Paul Davis

Project Name:	Infor 10 Upgrade
Objective:	Provide as requested time and materials consulting assistance in the upgrade to the Infor 10 release.

Project Scope

Infor Consulting Services (ICS) will provide general guidance and assistance in the upgrade to Infor 10. This assistance can be, but is not limited to, the following areas:
- Functional assistance in the application differences between release 9 and 10
- Testing assistance
- Issue resolution
- Technical assistance in modifying current modifications/interfaces/reports to function in the latest release.
- Other ad hoc consulting assistance as requested by Licensee
- Project Management to coordinate, plan, schedule, and be the point of contact for Licensee Project Manager throughout the project.

Project Deliverables

Project Status Reports

Project Assumptions

Services will be provided on a time and materials basis as requested by Licensee through the Infor Project Manager assigned to the migration project.
Estimated fees below will be monitored and should additional hours be requested beyond those included below a mutually agreed upon change order will be executed.

Project Exclusions

Assistance with third party products outside the skillset of ICS resources is excluded. The exception being assisting with interfaces to those systems where the Infor application can be modified to address those interface needs.

Infor Responsibilities

Provide knowledgeable functional and/or technical resources.

Licensee Responsibilities

Licensee Project Manager will monitor the services provided to the estimated fees included below.
Licensee Project Manager will request resources through the Infor Project Manager to engage on the project.

Services Fee Estimates

Resource Level	Estimated Hours	Hourly Rate (US$)	Estimated Fee (US$)
ICS – Project Manager	100	$225.00	$22,500.00
ICS Consultant, Sr.	387	$200.00	$77,400.00
Total*			$99,900.00
		CURRENCY:	US DOLLARS

*All amounts are in US Dollars unless otherwise specified

Estimated time and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the

Infor (US), Inc._Services Work Order (US Jan. 2014)

estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly. All services are provided on a time and materials basis and are billed monthly. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at $0 per hour . Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

LOCATIONS: Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

PAYMENT: Infor will invoice Licensee for all services and applicable charges on a monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice.

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

INFOR (US), Inc.

Signature: _Patricia Elias_

Printed Name: _Patricia Elias_

Title: _Associate General Counsel_

Address: _380 St. Peter Street_

Address: _St. Paul, MN 55102_

Signature Date: _March 4, 2014_

Invoices MUST be mailed to:

Company Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

Infor Witness _Elizabeth A. Hammett_

LICENSEE: City of Greensboro

Signature: _Jane Sickles_

Printed Name: _JANE NICKLES_

Title: _INTERIM IT DIRECTOR_

Address: _300 W. Washington ST_

Address: _Greensboro, NC 27402_

Signature Date: _3.11.14_

Delivery Address:
If different from above

Company Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

This Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement between **Infor (US), Inc.** ("Infor") and **City of Greensboro** ("Licensee") with an Effective Date of _____ (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order: _As of last party signing this SWO_   Work Order Number: _N/A_

Prepared By: _Jim Jensen_   Approved By: _Paul Davis_

Project Name:	SaaS Migration
Objective:	Migrate and upgrade Licensee's existing 9.0.1.x version to SaaS and upgrade all components to Infor 10

Project Scope

Infor Consulting Services will perform the following tasks in support of the migration to SaaS.

LBI

Migrate existing LBI to SaaS

Migrate Oracle to Sql - Rebuild LBI

Upgrade to LBI 10

Migrate existing LBI to SaaS

Upgrade to LBI 10

Migrate existing LBI "test" to new test instance

Migrate Oracle to Sql - Rebuild LBI

Upgrade to LBI 10 - Test Instance

Milestone Acceptance and signoff #1

Infor 10 Install/Migration

Environment and App Upgrade

Technical data migration to include move from Unix to Windows

Database migration assistance from Oracle to SQL

Upgrade applications to 10 to establish initial test instance

Milestone Acceptance and signoff #2

Production - Mock GO LIVE.

Database migration assistance from Oracle to SQL

Production Cutover and go-live of Infor 10

Milestone Acceptance and Signoff #5

IPA

Migrate Existing ProcessFlows to Infor Process Automation (IPA)

Provide technical assistance to provide guidance and mentoring on the use of IPA.

Licensee will attend the 2 day public ProcessFlow to IPA differences training – Delivered via WebEx

Milestone Acceptance and signoff #3

Landmark Server

Clone current prod apps

Database migration from Oracle to SQL

Upgrade Applications to 10 to establish initial test instance

Milestone Acceptance and signoff #4

Clone current for mock go-live

Database migration from Oracle to SQL

Upgrade Applications to 10

Clone current for Production cutover

Database migration from Oracle to SQL

Production Application upgrade and go-live
Milestone Acceptance and signoff #6

Setup test instance of Infor 10

9.0.1 to 10 Technical Migration

DB Migration

Product line copy from Prod 10 instance to test
Milestone Acceptance and signoff #7

Setup test instance Landmark

Clone current test to Cloud Test

Database migration from Oracle to SQL
Milestone Acceptance and signoff #8

ION

1. ICS will provide structured on-site training on the ION application with up to 12 resources from the Licensee's team.
Task Assumptions:

- Classroom training facilities will be available for the training. This will include:
    o Workstations for each attendee and the trainer
    o Access to ION instance to conduct training on
    o Typical classroom facilities, for example whiteboards, markers, display monitor for trainers workstation, printer(s), desks/tables, etc..
- Attendees will be punctual and available at the time of each scheduled training activity
- Interruptions or attendees leaving training sessions will be kept to a minimum. Training activities missed by an attendee will not be covered again and it is expected that resource will be updated by other attendees outside of the training sessions.
- Training will include the following high-level topics:
    o Train attendees in Workspace navigation and use.
    o Train attendees on day to day operations.
    o Train attendees on Infor ION Messaging Architecture
    o Train attendees on ION Connect interface, general feature / function review.
    o Train attendees on 3 primary connectors - database, application, file
    o Train attendees on Infor Application settings and development process specific to supporting ION messaging
    o Train attendees on ION Process interface respective to building events and work flows

2. ICS will provide mentoring and knowledge transfer in the creation of interfaces or process flows. Specific flows/interfaces will be mutually identified and used as examples. Assistance is limited to two weeks of onsite consulting and the goal is to provide knowledge transfer and hands on guidance. This may or may not be sufficient time to fully complete the flow(s)/interface(s) identified. Should additional assistance be required, this would be addressed via a mutually agreed upon change order.
Task Assumptions:

- Infor will provide Licensee guidance in the process of development and testing of interfaces/flows.
- ION development will occur within 3 weeks after the completion of task #1 above. Any delay may result in knowledge drain from lack of working with the ION tools.
- Milestone 9 will be considered complete upon the earlier of a) the milestone acceptance signoff, or b) 3 weeks from initiation of the ION knowledge transfer and mentoring tasks.

Ming.le

ICS will provide structured on-site training on the Ming.le application with up to 12 resources from the Licensee's team.
Task Assumptions:

- Classroom training facilities will be available for the training. This will include:
  - Workstations for each attendee and the trainer
  - Access to ION instance to conduct training on
  - Typical classroom facilities, for example whiteboards, markers, display monitor for trainers workstation, printer(s), desks/tables, etc..
- Attendees will be punctual and available at the time of each scheduled training activity

Interruptions or attendees leaving training sessions will be kept to a minimum. Training activities missed by an attendee will not be covered again and it is expected that resource will be updated by other attendees outside of the training sessions.

ICS will provide mentoring and knowledge transfer in the creation of interfaces or process flows. Specific flows/interfaces will be mutually identified and used as examples. Assistance is limited to two weeks of onsite consulting and the goal is to provide knowledge transfer and hands on guidance. This may or may not be sufficient time to fully complete the flow(s)/interface(s) identified. Should additional assistance be required, this would be addressed via a mutually agreed upon change order.

Task Assumptions:
- Infor will provide Licensee guidance in the process of development and testing of Ming.le.
- Ming.le development will occur within 3 weeks after the completion of the training above. Any delay may result in knowledge drain from lack of working with the ION tools.
- Milestone 10 will be considered complete upon the earlier of a) the milestone acceptance signoff, or b) 3 weeks from initiation of the Ming.le knowledge transfer and mentoring tasks.

Project Deliverables

Project Plan – provided by Infor and to be jointly managed
Status Reports
Issue Log – to be jointly managed
Milestone acceptance signoff
Move to production instructions – to be jointly constructed

Project Assumptions

LBI will be the first application/environments moved to the SaaS model. This will occur prior to the start of the Infor 10 migration and upgrade. The SaaS instance of LBI will initially be integrated with Licensee's on-premise 9.0.1 LSF/Landmark instances and will then be integrated with the migrated/upgrade SaaS Infor 10 instance upon completion of that project. The milestones for LBI will be completed and accepted, prior to the start of the Infor 10 migration/upgrade.

IPA requires a Landmark 10 instance in order to move the LSF processflows to IPA. For this reason, IPA will be implemented concurrently with the Infor 10 upgrade and move to SaaS.

Licensee is responsible for all testing and functional aspects of the upgrade.

Services will be provided primarily remotely by our Center of Excellence resources, with some on-site assistance to address LBI and IPA functionality.

Licensee is responsible for addressing any changes required to current modifications, interfaces, and/or custom reports.

LBI will all be moved and in production on the most current available version 10 release prior to the start of the Infor/Landmark 10 migration.

Licensee, ICS, and the Infor Cloud organization will coordinate installation of the software to be completed prior to the start of each server upgrade.

Expenses are estimated at $27,000 for the services included in this SWO. This is assumed to be 15 weeks of onsite consulting with expenses estimated at $1,800 per week. Licensee will be invoiced separately based on actual expenses and the estimated $27,000 for expenses is **not** included in the fixed fees detailed below.

Project Exclusions

Anything not included in this SWO is excluded.

Infor Responsibilities

Infor will provide technical consultants to migrate and upgrade the current versions to Infor 10.
Infor will provide project management and coordination with the Licensee team.

Licensee Responsibilities
Licensee will provide knowledgeable resources to participate in the project.
Licensee project team resources will be empowered to make decisions related to the setup and use of the system.
Licensee will be responsible for testing and acceptance of the tasks within this SWO.
Licensee will be responsible for all functional and technical testing of the upgraded releases.

Service Fixed Fee	
Milestone	
	Fixed Fee (US$)
#1 – LBI Migration	
#2 – Infor 10 test instance	$29,000.00
#3 – IPA Migration	$45,000.00
#4 – Landmark 10 test instance	$34,000.00
#5 – Infor 10 move to production	$17,000.00
#6 – Landmark 10 move to production	$15,000.00
#7 – Infor 10 test instance setup	$10,000.00
#8 – Landmark 10 testing instance setup	$9,000.00
#9 – ION training and knowledge transfer	$3,235.00
#10 – Mingle training and knowledge transfer	$31,000.00
Total Fixed Fee	$31,000.00
Estimated Expenses	$224,235.00
Total Fees*	$27,000.00
	$251,235.00
	US DOLLARS

*All amounts are in US Dollars unless otherwise specified

These Services are provided on a fixed fee basis. Any work requested outside the scope outlined herein will be performed pursuant to a separate services work order. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Licensee acknowledges and agrees that the Fixed Fee does not include: (i) any out of scope items not specifically identified herein, including those out of scope items listed in the "Project Exclusions" section of this Work Order or otherwise any variations from the Scope of the Services to be provided; (ii) travel time and travel and living expenses and applicable hourly overtime rates/fees applicable to "After Hours" or 'Weekend Work"; and/or (iii) any additional services or charges caused by any delays, equipment failures, data problems or otherwise any other impediments or disruptions of Infor's ability to timely and cost effectively deliver the Services, which are caused by Licensee, its employees and/or its third party agents or contractors. Any delays caused by Licensee, its employees and/or it third party agents or contractors may result in a postponement of this project until all open issues are addressed by the parties. Upon postponement or delay of the project caused by Licensee, its employees and/or it third party agents or contractors, Infor shall have the right to invoice Licensee for the portion of the milestone which has been completed. If the Licensee chooses to cancel the project, Infor will invoice the Licensee for all hours worked provided however this amount will not exceed the amount of the milestone being performed. Travel time and travel and living expenses will be billed and paid as otherwise set forth in this Work Order, and all such additional services will be provided on a time and materials basis at fees and rates to be separately agreed upon pursuant to the party's execution of either a separate Work Order or a written amendment to this Work Order documenting the additional Services to be provided and the associated additional fees.

For a period of 12 months from the Effective Date, Infor agrees to provide the Services described in this Work Order at the Service Rates listed above. Travel and living expenses are not included in the rates or fees stated herein. Such travel and living expenses are in addition to such fees.

Acceptance of Milestones

A milestone project approach will be used by Infor as outlined in the Project Scope section of this SOW. All milestones will require acceptance and sign off by the Licensee prior to Infor submitting the invoice to Licensee for payment. Infor will provide an acceptance request to Licensee for each milestone which details the completed deliverables associated with the milestone. The Licensee project manager will approve or disapprove each milestone within 5 business days of notification from Infor. If upon review, the Licensee project manager determines the milestone to be completed and acceptable, the Licensee project manager will respond in writing within the 5 business day period that the milestone has been accepted and Infor will submit the invoice for that milestone to the Licensee. If Licensee does not accept or reject the milestone in writing within 5 business days, the milestone will be deemed accepted and Infor will submit the invoice for that milestone to the Licensee. If the milestone is not completed or acceptable, the Licensee will document in writing any material nonconformity in the deliverable, and submit these

details to the Infor project lead within the 5 business day period. If Infor agrees that a material non-conformity exists in such deliverable, Infor will promptly correct any such nonconformity and resubmit that deliverable to Licensee for a second 5 business day review period, as set forth above. If a material nonconformity exists at the end of the second review period, Infor and Licensee will meet to create a mutually acceptable plan to complete such deliverable. Licensee will have main responsibility for the management of this project.

LOCATIONS: Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below.

PAYMENT: Infor will invoice Licensee based on completion of milestones identified above and for applicable expenses incurred on a monthly basis. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice.

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

Infor (US), Inc.

Signature: _Patricia Elias_

Printed Name: _Patricia Elias_

Title: _Associate General Counsel_

Address: _380 St. Peter Street_

Address: _St. Paul, MN 55102_

Signature Date: _March 4, 2014_

Invoices MUST be mailed to:

Company Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

Infor Witness: _Elizabeth A. Wammett_

LICENSEE: City of Greensboro

Signature: _Jane D. Nickles_

Printed Name: _JANE NICKLES_

Title: _INTERIM IT DIRECTOR_

Address: _300 W. Washington St_

Address: _Greensboro, NC 27402_

Signature Date: _3·11·14_

Delivery Address:
If different from above

Company Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

This Order Form is subject to the terms of the Subscription License and Services Agreement between <u>Infor (US), Inc., ("Infor")</u>, and <u>City of Greensboro</u> ("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 of a conflict, the terms of this Order Form control over the terms of the Agreement.

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

I. Subscription Software

#	Part # (if applicable)	Subscription Software	User Restriction* Quantity	Type
1	S3S-S-SSRCSU	Infor Lawson Strategic Sourcing Subscription	10	NU
2	S3S-S-SSRCISU	Infor Lawson Strategic Sourcing Inquiry Subscription	100	NU
3	S3S-S-CMGTSU	Infor Lawson Contract Management Subscription	10	NU
4	S3S-S-CMGTISU	Infor Lawson Contract Management Inquiry Subscription	100	NU
5	S3A-S-CSMGRFEE	Infor Lawson Customer Success Management Subscription	1	ET
6	HRM-S-HUMSU1	Human Resources for Talent Management Subscription	4200	US
7	HRM-S-PYNASU1	No. American Payroll for Talent Management Subscription	4200	US
8	HRM-S-SHRSU1	Employee & Manager Self Service for Talent Management Subscription	3500	US
9	TAM-S-GHRSU	Global Human Resources Subscription	4200	US
10	TAM-S-CPASU	Compensation Planning & Awarding Subscription	4200	US
11	TAM-S-PMSU	Performance Management Subscription	4200	US
12	TAM-S-TMUSSU	Talent Mgmt Lang Pack US Eng (en-US) Subscription	1	ET
13	TAM-S-MOBMGR	Infor Talent Manager Subscription	1	NU
14	HRM-MOBEMP	Mobile Employee Subscription	3500	NU
15	HRS-S-LEMPR	Knowledgebase Subscription	4200	US
16	HRS-S-LONB	Onboarding Subscription (US-English) Subscription	4200	US
17	HRS-S-LONBI	Onboarding Data Imports Subscription	1	ET
18	ION-S-SEARCH	ION Enterprise Search Subscription	175	NU
19	S3O-S-ION-SEARCH-PLUGN	ION Enterprise Search plug-in for Lawson Subscription	175	NU
20	UPP-S-MOASU	Lawson Add-ins for MS Office Subscription	175	NU
21	UPP-S-BITMSU	Infor Lawson Business Intelligence Subscription	8	CPUCore
22	UPP-S-LMUDSU	Infor Lawson Mashup Designer Subscription	5	NU
23	BPP-S-MNXSU	NetExpress App Runtime Subscription - PRODUCTION (Windows OS)	40	CU
24	S3F-S-UPGX	Infor Upgrade X - Lawson Financials & Procurement Subscription	175	NU
25	S3F-S-FINPSU	Financial Procurement Subscription	175	NU
26	BPP-S-LSFA	Lawson System Foundation for Amazon Subscription	16	AECU
27	BPP-S-PALSU	Process Automation Subscription	12	CPUCore
28	BPP-S-LMRK	Landmark Technology Runtime Subscription	12	CPUCore
29	BPP-S-MNXSU	NetExpress App Runtime Subscription - PRODUCTION (Windows OS)	90	CU
30	BPP-S-MNCSU	NetExpress Compiler Subscription - PRODUCTION (Windows OS)	2	˄NU
31	WSP-S-MINGLE-USER	Infor Ming.le Enterprise User Subscription	175	NU
32	ION-S-PROCESS-BV	Infor ION PROCESS with Business Vault Subscription	175	NU
33	ION-S-PROCESS-BV	Infor ION PROCESS with Business Vault Subscription	3	AC
34				

* If specified in the User Restriction field:

○ NU = "Named User" Allows access to the Subscription Software up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Subscription Software 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 Subscription Software, each separate log-on accessing the Subscription Software will be counted as a separate user.

- **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 if 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.

ADDENDUM

This Addendum ("Addendum") is entered into by **Infor (US), Inc.** (formerly Lawson Software Americas, Inc.) ("Infor") and **City of Greensboro** ("Licensee") and modifies the Lawson Software Product License Agreement, including all prior software license agreements, any amendments, addendums, order forms, or attachments thereto, between Infor and Licensee with an effective date of February 16, 2001 (the "License Agreement").

All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement (for those section number(s) not contained in the original Agreement). The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. In the event the capitalized terms in this Addendum differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products licensed by Licensee (and may be referred to in the Agreement as Products, Software Products, Software, Programs, or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support, or One Point Support). In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of this Addendum: _____ 2014 (the "Addendum Date")

Conversion from On-Premise to SaaS

1. Licensee plans to engage Infor to host and provide support for those Component Systems listed on the attached invoice in Schedule 1 to this Addendum under Infor's Subscription License and Services Agreement ("SaaS Agreement").

2. If Infor receives a fully signed copy of the Infor's SaaS Agreement and related Order Form on or before March 31, 2014, then Licensee may renew available Support for the Licensed Software set forth on Schedule 1 under the terms of the License Agreement on a monthly basis at a rate not to exceed $42,000.00 per month (plus any taxes) during the period beginning August 1, 2014 and ending November 30, 2014. Infor will invoice Licensee in advance of each month Support is to be provided. Licensee will pay Support fees, or notify Infor that it wishes to terminate Support, prior to the commencement of each monthly Support renewal period.

3. The terms of this Addendum shall not apply to any Component Systems licensed after the Addendum Date.

4. If Infor does not receive a copy Infor's SaaS Agreement signed by Licensee by March 31, 2014, then this Addendum shall immediately terminate without liability to either party, and be void and of no effect.

For Infor (US), Inc.

_____
(Authorized Signature)

Patricia Elias
(Printed Name)

Associate General Counsel
(Title)

March 4, 2014
(Date)

Elizabeth A. Hammett
WITNESS

For City of Greensboro

_____
(Authorized Signature)

JANE NICKLES
(Printed Name)

INTERIM IT DIRECTOR
(Title)

3·11·14
(Date)

This addendum is subject to all terms and conditions 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.

ADDENDUM
IRAN DIVESTMENT, and DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL

Iran Divestment Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147- 86.55 *et. seq.* and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

Divestment from Companies Boycotting Israel Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

It is expressly agreed by the parties that this Addendum is supplemental to which this Addendum is attached, and all terms, conditions, and provisions of the original Agreement apply to this Addendum and are made a part hereof as though expressly rewritten, incorporated, and included herein. In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the original Agreement or previous addendums, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

Vendor: Infor (US), Inc.	CITY OF GREENSBORO:
Signature: *(signature)*	Signature: *(signature)*
Printed Name: Lindsay Pritchard	Printed Name: Christine Hofer
Title: Associate General Counsel	Title: Deputy CIO
Address: 380 St. Peter Street	Address: 300 W Washington St,
Address: St. Paul, MN 55102	Address: Greensboro, NC 27401
Signature Date: September 5, 2019	Signature Date: 9/25/2019
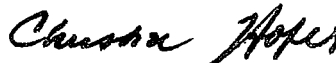
VENDOR WITNESS ATTEST: Signature: *Elizabeth A. Hammett*	**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.** Signature: *Anita Wilson* Printed Name: *Anita Wilson* Title: Deputy Finance Officer
	APPROVED AS TO FORM: Signature: Title: *Deputy City Attorney* **Office of the City Attorney**
CITY CLERK ATTEST: Signature: *Tebony C. Rosa* Printed Name: *Tebony C. Rosa* Title: *Deputy City Clerk* **Office of the City Clerk**	Signature: *Larry M. Davis* Printed Name *LARRY M. DAVIS* Title: *ASSISTANT CITY MGR.* **Office of the City Manager**

The City of Greensboro requires two (2) original documents for their records.