



## 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

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	EDU-S-EENM	Infor Campus Membership - EAM	50	NU	CXTE
2	EEN-HOST-S-EAU	Infor EAM Enterprise Edition Advanced Reporting Author - SaaS	3	NU	CXTE
3	EEN-HOST-S-EBAR	Infor EAM Enterprise Edition Barcoding - SaaS	1	NU	CXTE
4	EEN-HOST-S-ECS	Infor EAM Enterprise Edition Advanced Reporting Consumer - SaaS	500	NU	CXTE
5	EEN-HOST-S-EDATA	Infor EAM Enterprise Edition Databridge - SaaS	1	DA	CXTE
6	EEN-HOST-S-EGIS	Infor EAM Enterprise Edition GIS - SaaS	1	DA	CXTE
7	EEN-HOST-S-EMOB	Infor EAM Enterprise Edition Mobile - SaaS	85	DV	CXTE
8	EEN-HOST-S-EUSE	Infor EAM Enterprise Edition - SaaS	500	NU	CXTE
9	EEN-HOST-S-EWEBCL	Infor EAM Enterprise Edition Web Services Connector - SaaS	1	CNU	CXTE
10	EEN-HOST-S-EWEBTK	Infor EAM Enterprise Edition Web Services Toolkit - SaaS	1	DA	CXTE
11	EEN-S-DS7I-OCADM	Infor EAM OpenCAD - SaaS	1	DA	CXTE
12	ION-S-STORAGE	Infor Storage	2	1.0TB	CXTE
13	SCS-S-PLUS	Customer Success Plus	1	ET	CXTE

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

“**CNU**” = **Connector User** - Quantity represents the maximum number of individual users who may, directly or indirectly through one or more interfaces or third party applications, initiate a query that results in the transmission of data to, through or from the EAM system. Each individual who initiates such a query needs to have a Connector User license.

“**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.

“DV” = **Device** - Quantity represents the maximum number of individual workstation devices including but not limited to a shop floor computer, hand held scanner, mobile phone (i) on which the Component System is installed and/or (ii) which access the Server software for the purpose of passing the collected data from the device to a server database, regardless of whether the device is connected to the Server at any instant in time.

“NU” = **Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

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

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**

**\$23,000 is due within 30 days from Invoice Date for the Subscription Term from April 1 2020 to July 31,2020**

**Annual Subscription Fee for Year 1(August 1, 2020 through July 31, 2021) of Initial Subscription Term: \$587,000**

**Annual Subscription Fee for Year 2 (August 1, 2021 through July 31, 2022) of Initial Subscription Term: \$587,000**

**Annual Subscription Fee for Year 3 (August 1, 2022 through July 31, 2023) of Initial Subscription Term: \$587,000**

**Annual Subscription Fee for Year 4 (August 1,2023 through July 31, 2024) of Initial Subscription Term: \$610,480**

**Annual Subscription Fee for Year 5 (August 1, 2024 through July 31, 2025) of Initial Subscription Term: \$ 634,899.20**

**Initial Subscription Term:** April 1, 2020 through July 31, 2025.

<b>Fee for Initial Subscription Term:</b>	<b>\$ 3,029,379.20</b>
<b>Total Amount Due (before applicable taxes):</b>	<b>\$ 3,029,379.20</b>

Unless otherwise specified all amounts are in United States Dollar

**Currency: USD**

**III. Payment Terms:**

Payment is due within 30 days of the date of invoice.

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first prorated Annual Subscription 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.

<b>Licensee Account ID:</b>	92814
<b>Infor GL ID:</b>	US0AB
<b>Account Executive Name:</b>	Rhoda Steward

<b>Primary-Use Address:</b>	<b>Invoice Address:</b>
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City of Greensboro 300 W Washington Street Greensboro, NC 27401 USA	City of Greensboro 300 W Washington Street Greensboro, NC 27401 USA
Contact Name: Chryste Hofer	Contact Name: Chryste Hofer
Contact Phone: 13363732314	Contact Phone: 13363732314
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.

This Order Form shall replace and supersede the previous Order Forms between the parties with an Order Form Date of 09/24/2018 and 05/15/2015.

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 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.

#### **Google Third Party Products:**

1) Google, Inc. ("Google") retains all ownership and intellectual property rights in any Google Third Party Products, including but not limited to applicable "Google Content" licensed with or otherwise accessible via any Subscription Services, Subscription Software or Component Systems provided or licensed hereunder. "Google Content" means any content provided by Google through any Google Third Party Products or services (whether created by Google or its third party provider licensors), including map and terrain data, photographic imagery, and traffic data; 2) Licensee is prohibited from publication of benchmark tests run on any Google Third Party Products; 3) Google is a third party beneficiary to this Order Form and any agreements between Licensee and Infor, which govern this Order Form; 4) In connection with the Google Third Party Products, Licensee shall at all times comply with the then current terms located at the following URLs: (i) the Google Maps / Google Earth Additional Terms of Service at: [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html); (ii) the Google Maps / Google Earth Legal Notices at: [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html); and (iii) the Google Service's Acceptable Use Policy at: [https://www.google.com/work/earthmaps/legal/universal\\_aup.html](https://www.google.com/work/earthmaps/legal/universal_aup.html).

The Mobile Application Supplement is incorporated herein (the "Mobile Application Supplement") and sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Application Subscription Software licensed herein. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Subscription Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement, the provisions of the Mobile Application Supplement shall govern and control. The Mobile Application Supplement can be found at: <https://go.infor.com/mobile-application-supplement-on-saas/>.

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.

**Infor (US), Inc.**  
for: \_\_\_\_\_

\_\_\_\_\_  
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.

**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.
- **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.
- **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.

- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

**Scheduled Maintenance** – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee’s users. While most of Infor’s maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee’s primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered “Scheduled Maintenance”.

**Availability** – Infor’s goal is to provide access to the services at Infor’s Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor’s service level objective is 99.5% Availability measured on a monthly basis.

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

- “Scheduled Available Minutes” are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- “Available Minutes” is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- “Availability” is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30 day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is 41,160 / 41,280 = 99.7%.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor’s reasonable control (for example, a network or device failure at Licensee’s site or between Licensee and Infor’s data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor’s direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee’s employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee’s request;
- Outages that result from Licensee’s equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor’s direct control); and
- Performance degradation due to Licensee’s use of the services in excess of the scope of Licensee’s license, usage restrictions, or product limitations outlined in the applicable Agreement.