16429

SaaS Order Form

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

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; "Support" may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

I. Subscription Software – PROD: Greensboro

I(a) Subscription Software – Terminate:

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

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

I(b). Subscription Software – Replace with:

	Part # (if applicable)	Subscription Software	License Restriction* Quantity	Type	Support Level**

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

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

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

* If specified in the User Restriction field:

- "**1.0TB**" = **Terabyte** - Represents the number of Storage capacity in Terabytes
- "**ATRAN**" = **Annual Transactions** - Quantity represents the number of entries processed annually by the Component System, including but not limited to such sources as bank account summaries, bank account statements, accounting reports from any interface software, excel import templates, purchase orders, sales orders and invoices, regardless of whether such entries are entered manually or electronically.
- "**DA**" = **Data Center** - Quantity represents the maximum number of separate data centers having the Component System installed on machines located within it. Each separate data center requires a license. A Datacenter is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site.
- "**ET**" = **Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement
- "**EM**" = **Employee** - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party

as contract workers, consultants, freelancers or other capacity). For licensing purposes, former employees and independent contractors of Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an "Anniversary"), Licensee will provide detail regarding the total number of Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.

- "**FTE**" = **Full Time Equivalent** - Means the total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity), and is calculated as follows: At any point in time, the total number of FTEs is calculated by adding (a) 100% of the total number of current employees and independent contractors working 30 or more hours per week, excluding Seasonal Workers; (b) 50% of the total number of current employees and independent contractors working fewer than 30 hours per week ("Part Time Workers"), excluding Seasonal Workers; (c) 25% of current volunteers and unpaid workers; and (d) 25% of Seasonal Workers who worked for Licensee at some time in the previous 12 months. In addition, if the Component System is used in connection with administering payroll and/or benefits, the total number of FTEs shall also include (e) 10% of former employees and independent contractors, whether previously engaged on a full-time, part-time, seasonal, volunteer or other basis, whose data is processed by the Components System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an "Anniversary"), Licensee will provide detail regarding the total number of FTEs as of such Anniversary. If the actual number of FTEs as of an Anniversary is in excess of the specified licensed quantity of FTEs as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount. For purposes herein, a Seasonal Worker is an individual who works on a seasonal basis not to exceed four months; any individuals who work on a seasonal basis in excess of four months shall be counted as Part Time Worker.
- "**MSG**" = **ION Messages in Millions** - Quantity represents the aggregate volume of Messages, expressed in millions, exchanged between Infor software applications and third-party applications, application programming interfaces (APIs), message queues, shared directories, databases or network components for a 12-month period. A Message is a discrete inbound or outbound exchange of data (e.g. a report, order, requisition or inquiry) processed by Infor ION and routed to/from an application, APIs, message queues, shared directories, databases or other network component.
- "**NU**" = **Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- "**UTLM**" = **Utilization - Metered** - Quantity represents the aggregate query or transfer volume, expressed in terabytes, for a 12-month period. Utilization is continuously metered and reported by Infor (a) in the case of query, based upon all queries against the applicable data source; and (b) in the case of transfer, for all transfers of data from the applicable data source. Utilization - Metered is subject to an annual reconcilement and true-up.

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

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

CXTE = Customer Success Plus Program - During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive access to a Customer Success Manager (CSM). The CSM focuses on the overall relationship with Licensee. The CSM's role is not technical in nature. The CSM interfaces with the Licensee's key stakeholders and applicable, strategic Infor contacts, including product management and development, as needed. The CSM schedules regular business and strategy meetings with Licensee. The goal of these meetings is to review progress toward Licensee's identified business goals and to help ensure alignment with Licensee's identified strategic objectives. Additional information regarding deliverables of CXTE may be found at: https://www.infor.com/support/customer-success-plus/

II. Subscription Term and Subscription Fees

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

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

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

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

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

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

Fee for Initial Subscription Term*: Order Form Date through July 31, 2024**	**$4,943,839.00**

***The Subscription Fee is prorated based on the anticipated Order Form Date to coincide with the expiration date of Licensee's current Subscription Term. This fee will vary based on the actual Order Form Date.

Tracker Corp – I-9 & E-Verify Integration Implementation (TAM-S-TRACKER-IMP):	**$5,000.00**
Total Amount Due (before applicable taxes):	**$4,948,839.00**

Unless otherwise specified all amounts are in United States Dollar

Currency: USD

III. Payment Terms:

Annual Payment Terms:

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee and the Integration Implementation Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies. Licensee shall pay all invoices within thirty (30) days of the date of the invoice.

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

Primary-Use Address:	**Invoice Address:**
City of Greensboro 300 West Washington Street Greensboro, NC 27401 USA	City of Greensboro 300 West Washington Street Greensboro, NC 27401 USA
Contact Name: Chryste Hofer	Contact Name: Chryste Hofer
Contact Phone: (336) 373-4650	Contact Phone: (336) 373-4650
Contact email: chryste.hofer@greensboro-nc.gov	Contact email: chryste.hofer@greensboro-nc.gov

IV. Additional Terms

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

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

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

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

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

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

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

It is Licensee's desire and intent to terminate its Current Subscription Software set forth above and to replace it with the New Subscription Software set forth above. Infor shall apply any amount of unused, prepaid subscription fees for the Current Subscription Software to the Licensee's outstanding or future subscription invoices. Licensee shall cease using the Current Component Systems as the earlier of Licensee's use of the New Component systems in a production environment. Licensee may not use the Current Component Systems and the New Component Systems in a production environment at the same time.

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

Effective date of this Order Form: 9/25/2019 (the "Order Form Date"), to be completed by Infor upon countersignature.

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

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

Brad Steiner
Signature

Brad Steiner
Typed or Printed Name

SVP & Deputy General Counsel
Job Title

August 16, 2019
Date

for: **City of Greensboro**
(Licensee)

Christine Hofer
Signature

Christine Hofer
Typed or Printed Name

Deputy CIO
Job Title

9/25/2019
Date

City of Greensboro

City Manager

Deputy Finance Officer

APPROVED AS TO FORM

Assistant City Attorney

Deputy

ATTEST

Deputy City Clerk

(This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.)

Deputy Finance Officer

Exhibit 1 to SaaS Order Form

Service Level Description

Infrastructure - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis.

Technical Change Management – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

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

Security & Privacy – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- Security Policies: We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- Information Security Organization: Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- Asset Management: All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- Human Resources Security Practices: In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- Physical and Environmental Security: Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- Communication and Operations Management: Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data.

Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.

- Access Control: All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.

- System Development: Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.

- Incident Management: In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.

- Compliance: We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

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

Availability – Infor's goal is to provide access to the services at Infor's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Notwithstanding anything to the contrary in the Agreement, (a) Infor's service level objective for Subscription Software (other than Infor Birst Cloud Subscription Software) is 99.5% Availability measured on a monthly basis and service level credits will be paid based on a monthly prorated fee and (b) Infor's service level objective for Infor Birst Cloud Subscription Software is 99.5% Availability measured on a quarterly basis and service level credits will be paid based on a quarterly prorated fee. For example, a 5% service level credit on an annual subscription fee shall be (a) 5% of 1/12 of the annual fee for Subscription Software other than Infor Birst Cloud Subscription Software, and (b) 5% of ¼ of the annual fee for Infor Birst Cloud Subscription Software.

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

- "Scheduled Available Minutes" are the total minutes in a month (or calendar quarter, as applicable) less the number of Scheduled Maintenance minutes in the applicable month (or calendar quarter, as applicable).
- "Available Minutes" is the number of Scheduled Available Minutes in a month (or calendar quarter, as applicable) less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- "Availability" is a percentage calculated as the Available Minutes in a month (or calendar quarter, as applicable) divided by the Scheduled Available Minutes in the month (or calendar quarter, as applicable).

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

- Outages due to factors outside of Infor's reasonable control (for example, a network or device failure at Licensee's site or between Licensee and Infor's data centers);

- Delays in email or webmail transmission to or from the hosted application;

- Connectivity issues outside of Infor's direct control (e.g. DNS issues);

- Force Majeure events;

- Outages attributable to the acts or omissions of Licensee or Licensee's employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;

- Periods of Down Time at Licensee's request;

- Outages that result from Licensee's equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor's direct control); and

- Performance degradation due to Licensee's use of the services in excess of the scope of Licensee's license, usage restrictions, or product limitations outlined in the applicable Agreement.

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: Lindsay Pritchard	Signature: Christine Hoter
Printed Name: Lindsay Pritchard	Printed Name: Christine Hoter
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: 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: 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.

164429

Services Work Order

This Services Work Order ("Work Order") 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 March 11, 2014. (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.

Licensee	City of Greensboro
Effective date of this Work Order (the "Work Order Date")	Date last signed below
Work Order Number	
Prepared by	Christopher Lewis
Approved by	
Project Name	City of Greensboro ST V10 to MT V11 Migration
Objective	Single-Tenant to Multi-Tenant Migration

Project Overview

Licensee currently accesses and uses certain software products (the "ST Subscription Software") made available by Infor together with hosting and software support services in a single-tenant ("ST") environment. (collectively the "Subscription Services). The project described herein (the "Project") consists of the migration of the Subscription Services from a ST environment to a multi-tenant ("MT") environment including, where applicable, (i) deployment of multi-tenant Subscription Software (the "MT Subscription Software"); (ii) configuration of the MT Subscription Software; (ii) migration of Licensee's existing production application data from the ST to MT environment; (iii) enablement of standard interfaces and integrations in/with the MT environment.

1.0 Project Scope

1.1 Subscription Software Scope

Licensee's subscription to access and use the ST Subscription Software was exchanged for and replaced by a subscription to access and use the MT Subscription Software pursuant to a SaaS Order Form between Infor and Licensee signed on or around the Work Order Date of this SWO.

Please refer to Appendix 1 – Section 1 for details of the exchange of the ST Subscription Software for the MT Subscription Software.

Subscription Software Scope Assumptions and Licensee Obligations

- Unless specifically identified in this Work Order, Implementation of any products other than the MT Subscription Software is out of scope and will be managed via a separate work order.
- All MT Subscription Software is subject to the terms of the Subscription License and Services Agreement (or other agreement between Infor and Licensee governing access to and use of Subscription Software) and, except as expressly stated herein, nothing herein shall serve to modify such terms or expand the scope of the license granted thereunder.
- Implementation of any module functionality unless specifically identified in this Work Order is out of scope and will be managed via a separate work order.

1.2 Infor Operating Service (InforOS)

Certain data management, message management and interface operations functions of the MT Subscription Software are based upon and enabled by a set of components known as "Infor Operating Service" or "InforOS". InforOS is a critical component of the MT Subscription Software architecture. Infor will implement the following InforOS components within the scope of this project.

Refer to Appendix 1 – Section 2 Infor Operating Service (Infor OS) for the listing of ION components in scope for the Project.

1.3 Data Migration Scope

Data Migration is the loading and reconciling of current and/or historical data from the ST environment into the MT environment, whether by manual or programmatic methods. The following types of application data will be migrated from the ST environment to the MT environment:

- Master Data
- Transactional Data
- Application Configuration Data
- Application Roles Data

Application Data – Module Scope

Refer to Appendix 1 – Section 3 Data Migration Scope for the listing of application modules in scope for data migration in the Project.

Migration Scope Assumptions and Customer Obligations

- Migration of historical data will be limited to application data between: 7 Years of History plus all Open Transactions. Full History to Data Lake.
- Data cleansing and rationalization is out of scope for the migration and should be completed by the Licensee prior to the Project.
- If any data updates are required to enable the successful migration of the data, Infor will provide Licensee instructions on the updates to be made. Licensee is responsible to make all data updates.
- Infor will create and deploy the test scripts as part of the project
- Infor will test critical business process using migrated data from iteration passes
- Licensee will test the critical business processes during the Acceptance Test
- Licensee will provide appropriate resources to support the User Acceptance Testing

1.4 Organizational and Geographic Scope

Organizational and Geographic Scope Assumptions and Licensee Obligations

- Licensee will coordinate and support communication with all Licensee locations and/or business units as necessary to completion of the Project.
- Project activities will be performed onsite and remotely by Infor. Licensee will provide Infor remote access to Licensee's network and systems as necessary to perform Project activities. Licensee will provide appropriate access to facilities and arrange workspace for any onsite activities.

1.5 Integration/Interface Scope

Integrations/interfaces will be enabled through standard methods and protocols as defined/required by the MT Subscription Software and InforOS architecture. Refer to Appendix 1 – Section 4 Integration/Interface Scope for a listing of the integration/interface scope of the Project.

Integration/Interface Assumptions and Licensee Obligations

- All data files for outbound and inbound interfaces with Infor applications will be in the specified Infor standard file formats.
- Licensee will be responsible for validating interfaces to/from any Licensee and third-party systems to which the Infor applications will be interfaced.
- For any Licensee and third-party systems, Licensee will be responsible for building the source system side of the interface, as required to support acceptance into the MT environment.
- Licensee is responsible for data validation efforts associated with interface testing, ensuring interfaced data, including any transformation, mapping or aggregating logic, is performing correctly.

1.6 Customizations, Modifications, and Extensions Scope

Customizations and Modifications: Customizations and modifications of the MT Subscription Software are not permitted and are out of scope of the Project.

Extensions (e.g., Infor Process Automation, Configuration Console): "Extensions" refer to extended capabilities or functionality of delivered Infor objects. Refer to Appendix 1 – Section 5 Extensions Scope" for a listing of the extensions included in the scope of the Project.

Extension Assumptions and Licensee Obligations

- The Project is based on the implementation of the generally available, unmodified MT Subscription Software. Unless otherwise identified in this section, the scope of the Project will only enable standard, unmodified, functionality.
- Infor will perform an analysis to determine if currently implemented customization(s)/extension(s) are satisfactorily addressed in new, standard functionality of migrated application(s). To the degree reasonably possible, any currently implemented customization/extension that can be satisfied with standard MT Subscription Software functionality will be implemented as such. A review of the analysis will be provided to Licensee.
- The Infor Application Extensibility layer will be the tool used to address the migration of any customization scope.

1.7 Reports Scope

Operational Reporting

Operational Reporting refers to transactional level reporting, report writing and adaptation of standard reports. Infor delivers standard operational reports and tools for customizing operational reports as a part of the CloudSuite. Refer to "Appendix 1 – Section 6 - Reports Scope" for a listing of the customized operational reports included in the scope of the Project.

Analytical Reporting

Analytical Reporting commonly refers to KPI's and Dashboard reporting capabilities.

This section covers analytical reports related to the migration. This scope will include the following:

- The MT Subscription Software will be configured to send event-based data to Data Lake based on the transactional data listed as in-scope in section 1.3.

Refer to Appendix 1 – Section 4 Reports Scope for a listing of the customized analytical reports included in the scope of the Project.

Reports Scope Assumptions and Licensee Obligations

- Provisioning of the Infor Data Lake and Infor Birst Subscription Software is addressed in the Subscription License and Services Agreement and applicable Order Form and not part this SWO. Infor assumes that Data Lake and Infor Birst will be provisioned in a multi-tenant environment.
- Infor will enable standard reporting content associated with the Application Data – Module Scope (See section 1.3) of the Project.
- Only custom operational and analytics reports listed in Section 6 of Appendix 1 will be redeveloped by Infor in the Project.
- Any customized reporting needs required by Licensee other than those listed in Appendix 1 will be performed by Licensee using standard operational or analytical reporting tools in the Infor CloudSuite.
- All reports will be delivered using standard Infor CloudSuite data structures.

1.8 Licensee Education – Differences Training

Infor has included in the scope of the Project, access to a limited set of self-paced online learning courses (the "ST-MT Migration Subscription Package") accessible by Licensee via the Infor Campus platform at https://campus.infor.com.

Project Team Training Assumptions and Licensee Obligations

- Infor will provide a prescribed list of online courses to be delivered via Infor Campus platform.
- Infor Campus will be the delivery mechanism for specific product differences training for the MT Subscription Software environment as defined in the prescribed list.
- Infor Campus is the repository for all Infor application training.
- Enablement for the migration is provided by online, self-paced courses and webinar courses via the ST-MT Migration Subscription Package.
- In addition to the online ST – MT Migration Subscription Services courses included as part of the SOW Infor is also providing both public and private education and training in support of the project as defined in the table below:

Course Title	Courses Duration (Days)	Recommended Delivery Mode	Recommended Number of Attendees
CloudSuite Financials: Configuring and Administering Global Ledger	3	Private	Up to 14
CloudSuite Financials: Administering Project Ledger	1	Public	2
CloudSuite Financials: Configuring and Administering Project Invoicing and Revenue	2	Public (pending)	2
CloudSuite Financials: Configuring and Administering Global Ledger Allocations	1	Public	2
CloudSuite Financials: Configuring and Administering Cash Management	3	Public	2
CloudSuite Financials: Configuring and Administering Close Management	1	Public	2
CloudSuite Financials: Configuring and Administering Reconciliation Management	1	Public	2

CloudSuite Financials & Supply Management: Foundation Differences to Lawson	2	Private	Up to 14
Infor BI: Optimizing Content with Dashboards and Self-Service	1	Public	2
CloudSuite Supply Management: Configuring and Administering Recall Management	1	Public	2
Global HR: v11 Foundation	2	Private	Up to 14
Global HR: v11 Configuring and Administering Global HR	5	Private	Up to 14
Global HR: v11 Configuring and Administering Benefits	4	Public	2
Global HR: v11 Configuring and Administering Absence Management and Time Entry	4	Public	2
Global HR: v11 Designing Reports	1	Public	2
Lawson Technology: v11 Using Spreadsheet Designer for Microsoft Excel	1	Private	Up to 14
Lawson Technology: v11 Designing and Administering Configuration Console	5	Public	2
Infor OS: Using Infor OS Features with CloudSuite Financials and Supply Management	1	Private	Up to 14
Lawson Technology: v11 Administering Landmark Security	3	Public	2
Infor OS: Administering Homepages	1	Public	2
Infor BI: Administering the OLAP Server	2	Public	2
Infor BI: v11 Creating Reports with Application Studio	2	Public	2
Infor OS: Understanding Infor OS Foundation	5	Public	2
Global HR Organizational Structure Workshop	3	Private	Up to 14
Coleman	2	Private/Onsite Workshop Event	Up to 4
Birst – Dashboard and Visualizations/Reporting	1	Private/Onsite Workshop Event	Up to 4

General Assumptions and Licensee Obligations

1. Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.

2. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.

3. For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

INFOR CAMPUS® Card

The INFOR CAMPUS Card allows Licensee to bundle Infor Education courses and subscriptions to receive possible discounts and to simplify enrollment and tracking of Infor Education services through Infor Campus®. This also allows for a single purchase of bulk learning events rather than procuring and invoicing for each individual course and event. Public courses and self-directed learning must be bundled onto an INFOR CAMPUS Card if purchasing through a Work Order. Refer to Exhibit 1: INFOR CAMPUS® Card attached hereto and incorporated herein by this reference for INFOR CAMPUS Card terms and conditions.

- For public training, all courses are either delivered at an Infor Training Center or virtually via the Infor WebEx Training Center.
- For public training held at an Infor location, Licensee is responsible for travel and living expenses.
- For virtual public training, Licensee provides attendees with computer workstations with internet access and headsets or a private room during class time.
- For private, Licensee-site training, Licensee will provide training accommodations and facilities including a computer work station for every attendee, a computer workstation for the instructor, internet access on all workstations to access Infor training environment (when applicable) and/or the Licensee environment (when applicable), printer access from each workstation, white board and flip-chart with markers, and a computer projector.
- Private training workshops do not include materials or training environment.

1.9 End User Training

- Licensee intends on using Infor's UAP (User Acceptance Platform) (refer to section 1.11 for implementation of Infor UAP) as an enabler to performing end-user training.
- Licensee will perform all end user training, based upon knowledge obtained from Licensee Education (see section 1.8) and from Licensee's project team member knowledge.
- Infor will build baseline end user scripts ("UAP scripts") which support the application transactions in scope of Licensee's solution.
- Licensee will review all UAP Scripts and perform relevant updates to the UAP scripts before delivering end user training.
- Licensee has responsibility for scheduling, organizing, and performing all end user training in a timely manner, to be determined jointly between Licensee and Infor project managers.

1.10 Additional Scope Parameters and Scope-Related Assumptions

Please refer to Appendix 1 – Section 7 for Scope.

1.11 Other Product Scope

Infor has included consulting services to provide an understanding of the products listed immediately below, initial configuration, recommendations on future use of the products and training workshops for the Licensee.

Licensed Software included in the Project Scope are:

- Coleman

- Birst Enterprise
- User Adoption Platform (UAP)
- Infor Document Management (IDM)

Please see Appendix 1 – 8 Net New Product Scope for a listing of the detailed activities included in the scope of the Project.

2.0 Project Approach

2.1 Project Governance

Project governance is a key element of effective Project management.

The following governance processes and assumptions shall apply for this Project:

- Project Management and Communication
- Project Issue Escalations
- Project Change Control

2.1.1 Management and Communication

1. **Project Management Plan:**
   Infor will develop and maintain a project plan that supports the Infor migration approach and the scope of work as outlined in this statement of work. Infor will provide periodic status updates on the progression of the Project.

2. **Project Managers:**
   Each of Infor and Licensee will designate a Project Manager.
   - The role of the Project Managers will be to oversee execution of the Project and provide a focal point for issue escalation and Project decision-making, including:
     a. Communicate Project objectives to the Infor and Licensee organizations and end users.
     b. Provide timely and effective resolution to issues escalated by the Project team.
     c. Designate and ensure commitment of resources throughout the Project.
     d. Determine Project priorities and approve all changes to Project scope.
     e. Provide final approval of Project deliverables and milestones.
     f. Monitor Project quality and integrity with respect to business goals.
     g. Provide positive leadership and ongoing support to all Project team members.
     h. Identify and communicate any issues of concern throughout the course of the Project.
   - It is not expected that the Infor Project Manager will require travel on-site. Any extraordinary Project management time required or on-site travel requirements by the Licensee or the Project will be addressed via the Project Change Control Process.
   - The Licensee Project Manager will be responsible for ensuring the performance of the Licensee Project team and for coordinating Project activities with the Infor Project Manager.
   - Licensee Project Manager will coordinate all deliverables for which Licensee is responsible as well as communication with Licensee personnel and provide a central communication channel for the Project with the Infor Project Manager.

3. **Status Reports and Meetings:**
   A periodic project status report will be issued, and status meetings will occur as mutually agreed between the Infor Project Manager, Licensee Project Manager, and key Project participants. The status report will focus on overall Project status as compared to plan, issues/at risk items, escalations and key decisions.

2.1.2 Project Issue Escalations

From time-to-time, issues that are impacting Project progress will arise that require Licensee attention. The Infor Project Manager and Licensee Project Manager will act as the points of escalation in these circumstances, and will expect the following turnaround times from Infor and Licensee's respective Project teams:

a) Urgent questions/requests where Project progress is being negatively impacted, but is not halted – 2 business days.
b) Critical questions/requests where Project progress is blocked – 1 business day

2.1.3 Project Change Control

Deviations that arise during the Project will be managed using the Project Change Control Process defined below. Changes could include, but are not limited to, changes in costs, schedule/timeline, scope, or deliverables and will be invoked before any unplanned or out of scope work is executed.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a Licensee-initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where scope is requested, but not contained within the original Project scope, Infor will provide estimates for the work using standard services rates that are relevant at that time.

Infor shall provide Licensee a written statement (a "Change Response") describing in detail:

1. Any additional Services to be performed because of the Change Request.
2. The estimated fees associated with such additional Services.
3. Other information relating to the Change Request that may reasonably be requested by Licensee.

Licensee shall respond promptly to any Infor-initiated Change Request. If Licensee approves an Infor-initiated Change Request or a Change Response, such approval will be in writing, and such Change Request or Change Response shall be deemed to be a "Change Order."

Any duly executed Change Order shall be attached to this Work Order. The Infor effort required to prepare and process the Change Order will not be billed to Licensee.

The Infor Project Manager and the Licensee Project Manager shall administer any approved Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order.

If Licensee rejects an Infor-initiated Change Request, or any Change Response, Infor and Licensee shall proceed to fulfill their obligations as originally agreed under this Work Order.

3.0 Implementation Timeline and Cutover Strategy

3.1 Estimated Timeline

This statement of work assumes a Project start date of ***upon contract execution.*** Any delay of the start date will impact the availability of Project resources, the final production Go-Live date, and will necessitate further discussion to agree on Project schedule.

Due to the nature, scope, and investment being provided by Infor and schedule, the estimated go-live date will be November 16, 2020 for all elements of the project except Infor Coleman skill deployment which is estimated to occur in February 2021.

3.2 Go-Live Planning, Final Migration, and Cutover

Following the final iteration of the project's data migration and validation activity, Infor will present Licensee with a final migration and cutover plan to the new production application environments. The plan will be reviewed and agreed with Licensee and will include roles/responsibilities required of both Infor and Licensee during final migration and cutover activities.

Best efforts will be made to align the final migration and cutover activity, including any required production downtime/cutover windows (within which no business transactions will be allowed) for Licensee's business operations. If the final migration and cutover cannot occur within a reasonable period of business downtime, it may be necessary for Licensee to manually gather and track business transactions that take place during the final migration and cutover window and enter these business transactions following the release of the system back to end users.

Determination of the final migration and cutover timing will be jointly agreed between Infor and Licensee during the cutover planning process.

Go-Live Support Assumptions and Licensee Obligations

- Infor will provide go live support within **a thirty (30) day** post cutover period or two post go-live Payroll runs (whichever is greater).
- Licensee business owners and subject matter experts will provide first line support to Licensee end users. Infor will assist when issues need to be escalated for resolution.
- The Infor Project Manager will work together with the Licensee Project Manager to develop a joint post Go-Live support resource plan for the post cutover support period.
- ST Environment will be sized to 2 admin users at MT go-live. ST environment will be decommissioned at the end of post go-live support.

4.0 General Project Assumptions and Licensee Obligations

- Licensee acknowledges that all Project timelines are subject to timely provision of resources and performance of obligations. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors, or vendors may require an extension in the Project schedule and cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its respective responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Work Order due to any of the foregoing events will be handled using the Project Change Control Process.
- Licensee will assign a Project Manager to this Project to act as the primary point of contact during the Project. The Licensee Project Manager will have appropriate decision-making authority and be responsible for all Licensee resources and Licensee-owned Project deliverables.
- Licensee will assign business and IT points-of-contact for the project on a part-time basis. The Licensee points-of-contact will be engaged by the Infor Project team on an as-needed basis for activities such as (but not limited to) clarification of data, integration, workflow, reporting, and business process scope. The Infor Project team will keep the Licensee Project Manager aware of all resource requests. Licensee points-of-contact will provide timely responses and will attend conference calls/meetings with priority to ensure all Project activities are completed within the established Project timeline. These individuals will be qualified to define requirements for their respective disciplines and will be empowered to make process and policy decisions, and will engage other Licensee subject matter experts as needed.
- Licensee will provide Infor team member's access to any Licensee software required to perform Infor's work on the Project at no additional cost to Infor. Licensee warrants that it has all necessary rights and licenses to use all 3rd party products that will be used by the Project team, and to permit Infor to use those 3rd party products to the extent necessary to provide services, and that all support/maintenance agreements for those products are in good standing
- If Licensee decides to assign non-Licensee personnel to the Project team, Infor will assume that these team members represent Licensee and will be empowered to make decisions for Licensee. However, all such non-Licensee personnel must, prior to obtaining access to the Subscription Software, have executed a non-disclosure agreement that protects Infor's confidential information (including to the Subscription Software) to the same extent as Licensee is bound to Infor for such confidential information. Licensee is responsible for any breach of such confidentiality agreement by such non-Licensee personnel as if Licensee committed such breach.
- Licensee will assign technical resources to the Project as necessary to complete Licensee deliverables and scope responsibilities.
- Licensee will coordinate facilities and availability of Licensee resources for all required acceptance testing of the Subscription Software prior to cutover and go-live.
- Infor will provide a fulltime Project Manager who will oversee all Infor-related Project Management functions and activities. The Infor Project Manager will be responsible for all Infor resources and all Infor-owned Project deliverables.
- Infor's staffing requirements will be determined solely by Infor. Infor may also, use subcontractors in performing services under this Work Order at the joint discretion of Infor and Licensee Project Manager.
- For Services provided at Licensee location, Licensee will provide facilities for Infor personnel. This includes, but not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet and remote VPN connection.

5.0 Service Fee Estimate

Licensee agrees to pay Infor fees of $600,000.00 for the Services described in this Work Order. The amounts stated in this Section 5.0 are based solely upon the scope of the Project as described in this Work Order and subject to the assumptions set forth herein. All amounts are in US Dollars unless otherwise specified.

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.

Infor anticipates the project work being delivered primarily from Infor's facilities. Onsite visits by select Project team members may be required at different points during the Project. Travel and living expenses are not included in the rates or estimated fees stated herein. Any on-site travel of Infor's project team members will be planned with Licensee in advance and will be reimbursed by Licensee in accordance with the Services Agreement.

All Services will be billed according to the milestone schedule, below. In the event of any delay caused by Licensee, early termination, or scope change, Infor may invoice Licensee for work completed on any milestone.

Milestone	Planned Milestone Date	Payment Amount
@ Completion of Project Kick-off Meeting	October 1, 2019	$100,000.00
@ Completion of Provisioning. (Prior to Start of Data Migration Iteration 1)	December 31, 2019	$100,000.00
@ Completion of Data Migration Iteration 2	March 31, 2020	$100,000.00
@ UAP Live (Prior to UAP Content Build)	March 31, 2020	$25,000.00
@ Completion of Test Cycle 2	July 31, 2020	$100,000.00
@ Completion of First Payroll Run (Following Go Live)	November 30, 2020	$100,000.00
@ Go Live of Birst and IDM	November 16, 2020	$50,000.00
@ Go Live of Coleman Skills	February 28, 2021	$25,000.00
Subtotal		**$600,000.00**

PAYMENT

Infor will invoice Licensee for any Services fees or reimbursable expenses in accordance with Section 3 of the Services Agreement. Invoices (if any) are payable in accordance with Section 3 of the Services Agreement.

[Signature Page Follows]

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

Vendor: Infor (US), Inc.

Signature:

Printed Name: Lindsay Pritchard

Title: Associate General Counsel

Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: September 18, 2019

VENDOR WITNESS ATTEST:

Signature: Elizabeth A. Hammett

Elizabeth A. Hammett

CITY OF GREENSBORO:

Signature: Christine Hofer

Printed Name: Christine Hofer

Title: Deputy CIO

Address: 300 W Washington St,

Address: Greensboro, NC 27401

Signature Date: 9/25/2019

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

Signature: ABWilson

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

Appendix 1

1.Subscription Software Scope

Table 1 (a) - Exchange From (ST Subscription Software):

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

The Subscription Software in Table 1(a) is referred to as the "ST Subscription Software".

Table 1 (b) - Exchange To (MT Subscription Software):

	Part # (if applicable)	Subscription Software	License Restriction*		Maintenance and Support Level**
			Qty.	Type	
1	HRM-S-CSHCMPYUSA-FTE	Infor CloudSuite HCM Payroll USA FTE - SaaS ST	3,103	FTE	CXTE
2	S3F-S-CSPSFSM-MT	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT	3,103	FTE	CXTE

3	TAM-S-CSHCMENT	Infor CloudSuite HCM Core - SaaS MT	3,103	FTE	CXTE
4	HRM-S-BSIF	BSI TF US - SaaS MT	3,076	EM	CXT
5	ION-S-PIPELINES	Infor Data Lake Data Scanning - SaaS MT	6	UTL M	CXTE
6	ION-S-PROCESS-EMBED	ION Messages for Infor - SaaS MT	3	MSG	CXTE
7	ION-S-STORAGE	Infor Storage	2	1.0T B	CXTE
8	LMS-S-CONTDL	Learning Management Content Creation Developer License Subscription	15	NU	CXT
9	S3F-S-SRM-MT	Strategic Sourcing/Supplier Portal - SaaS MT	3,103	FTE	CXTE

The Subscription Software in Table 1(b) is referred to as the "MT Subscription Software".

2. Infor Operating Service (Infor OS)

IOS Component	Description	Notes	In scope Y/N
IPA	Workflow	9 Workflows across CSF, GHR and Payroll	Y
Ming.le	UI	User Interface	Y
Ming.le Docs	Document Management	Conversion of current Ming.le Document into IDM	Y
IDM	Document Management	Standard Document Management Functionality in CSF V11	Y

3. Data Migration Scope

Reference to section 1.2 Data Migration Scope, the table below lists the S3 data modules and sub-modules:

S3 Financial Modules	In Scope	Out of Scope
General Ledger	X	
General Ledger Allocations	X	
Payables	X	
Matching	X	
Asset Management	X	

Cash Ledger (replacing cash ledger only)	X	
Accounts Receivable / Billing	X	
Activities/Project Accounting	X	
Billing and Revenue Recognition (Project Invoicing)	X	
Smart Reconciliation		x
GL Allocations	X	
Lease Accounting		x
Grant Accounting	X	
AP Invoice Automation		x
Close Management	X	
Reconciliation Management		x
Teacher Contract Administration (PS Only)		x
S3 Supply Chain Management Modules	**In Scope**	**Out of Scope**
Purchasing	X	
Requisitions	X	
Requisition Center	X	
Inventory Control	X	
MSCM: Par & Cycle Counting (HC Only)		x
MSCM: Receiving & Delivery (HC Only)		x
EDI for SCM		x
Contract Management	X	
Punch Out		x
Point of Use (HC Only)		x
Strategic Sourcing	X	
Supplier Order Mgmt		x
Recall Management		x
Clinical Bridge (HC Only)		x
Technology		
Financial Analytics	No Migration Path	x
Supply Chain Analytics	No Migration Path	x
Analytics – Labor	No Migration Path	x
Human Capital Management		
HR (S3)	X	
S3 Benefit Administration	X	
S3 Absence Management	X	
S3 Payroll (US)	X	
S3 Employee / Manager Self Service	X	

Employee Relations	X	
Position Budgeting	X	
Occupational Safety		x
Employee Health		x
Global HR		x
GHR Time Entry		x
GHR Competencies		x
GHR Benefits		x
GHR Absence Management		x
GHR Employee Space		x
GHR Manager Space		x
Talent Acquisition		x
Compensation Management: Salary Planning & Awarding		x
Compensation Management: Incentive Compensation		x
Performance Management		x
Goal Management		x
Learning Management	X	
Development Management		x
Succession Management		x
Human Resources Services Delivery -HRSD (all)		x
Transition Management		x
Workforce Management (all)		x
Talent Science	X	

4. Integration/Interface Scope

Reference to section 1.5 Integration/Interface Scope. The scope of integrations/interfaces for the Project include the following:

Interface	Number of Interfaces	Notes	In scope Y/N
----	10	Infor will include 10 Interfaces across the Migration application footprint – CSF, GHR, Payroll	Y

5. Extensions Scope

Reference to section 1.6 Customizations, Modifications, and Extensions Scope. The scope of extensions for the Project include the following:

Customization/Extension	Number of Extensions	Notes	In scope Y/N
---	10	Infor will include up to 10 extensions of medium complexity across the Migration application footprint – CSF, GHR Payroll.	Y

6. Reports Scope

Operational Reporting

Reference to section 1.7 Reports Scope. The scope of custom operational reporting for the Project includes the following:

Operational Reports	Number of Reports	Notes	In scope Y/N
---	20 Total	Infor will include 17 total operational reports across the Migration application footprint – CSF, GHR, Payroll.	Y

Analytical Reporting

Reference to section 1.7 Reports Scope. The scope of custom analytical reporting for the Project includes the following:

Analytical Reports		Notes	In scope Y/N
Infor Birst Enterprise	A. **CONTENT ENABLEMENT** 1. **Birst and Content:** Configuring the licensed Birst standard prebuilt content with no modifications to the standard product. 2. **Initial Configuration:** Conduct guided session with the Licensee to perform the initial data load from the source application to Birst. Initial configuration will be limited to one tenant only. Infor will also provide high-level guidance to the Licensee to set up incremental data loads via Birst orchestration and/or source application to the data lake, if applicable.		Y

B. BIRST & CONTENT TRAINING & OVERVIEW

3. **Prebuilt Content Overview:** Conduct an overview session to provide familiarity with the prebuilt content. This will include:
   - Navigation through various dashboards and dashlets
   - Functionality overview of various dashboards
   - Review of the available measures and attributes

   The duration of the prebuilt content training session is expected to be 2-4 hours and will vary depending on the product the customer has licensed and the deployment type. The training will be focused on available content only. Any modeling training of connecting Birst to other data sources or combining other sources to pre-built content is out of scope.

4. **Birst Training:** Conduct training session to provide high-level familiarity with the Information Delivery tools within Birst – Dashboard and Visualizations/reporting. The duration of the Birst training is expected to be about 8 hours.

C. VBD WORKSHOP

5. **Value-Based Design (VBD) Workshop:** Conduct a working session with key business stakeholders to educate them on VBD methodology and demonstrate its application to one business case. The session will cover the following:
   - Presentation of VBD concepts and methodology (PowerPoint)
   - Discussion and prioritization one KVI (Key Value Indicator) for which the VBD will be applied. The concept of a KVI will be covered in the presentation.
   - Defining the requirements for the chosen KVI. The requirements will be defined for a top-level dashboard (known as "Display" dashboard) and the next level drill-down dashboard (known as "Diagnose"). The "Display" and "Diagnose" concepts will be covered in the presentation.

   The VBD requirements and the dashboard scope will be limited to the data elements (measures and attributes) available in the prebuilt data model only. No additional data will be sourced.

D. BIRST DASHBOARD DEVELOPMENT

6. **Birst Dashboard Development:** Design, Develop, Unit-Test and Deploy Two (2) dashboards with 8 visualizations/reports based on the requirements defined in the VBD workshop. The dashboards created will be the "Display" and "Diagnose" dashboard. There will be drill-down functionality from one of the visualizations on the Display dashboard into the Diagnose dashboard.

Birst Enterprise Assumptions and Licensee Obligations:

- Initial Configuration (Post-Provisioning) will be performed on one tenant chosen by the Licensee. This will be performed by the Licensee with guidance from Infor. This task will be accomplished in one or multiple sessions depending on factors such as the volume of the data, the products to be configured, etc. The overall duration is expected to be about 3-6 hours of joint Infor and Licensee sessions. Based on the tasks performed in that tenant, the Licensee will execute Initial Configuration in other tenants on their own.
- This Work Order assumes that Birst Connect will be installed for the same tenant where the provisioning is done. The databases that will be supported are SQL Server and Oracle.
- The duration of the prebuilt content training session is expected to be 2-4 hours and will vary depending on the product the customer has licensed and the deployment type.
- The duration of the Birst training is expected to be about 8 hours.
- The duration of the VBD workshop is expected to be about 4 hours. This can vary based on the readiness of the business stakeholders in defining the requirements and/or availability of the required data elements in Birst prebuilt content data model.
- The VBD requirements and the dashboard scope will be limited to the data elements (measures and attributes) available in the Birst prebuilt content data model only. No additional data will be sourced.
- There will also be no modifications performed to the Birst prebuilt content data model of the prebuilt standard content.
- Any dashboard development that is not covered in the task of "Custom Dashboard Development" above will be out of scope.
- For the purpose of this SWO, these are the definitions of dashboards and visualization/reports:
    - A dashboard displays pre-defined reports in one or more dashlets. A dashboard page usually contains one or more charts and tables focused on a number of metrics of interest (KPIs) and tailored to the needs of a user group.
    - A visualization/report is based on a single report query which may be presented as a single table/cross-tab or chart. Report containers including various reports (where different formats or different underlying report queries are required) shall count as one report for each placed within the container report. A report can contain images and labels. Any report can be saved and published to a dashboard.
- The complexity assumed for the dashboards and reports is medium and custom dashboard development will be time-boxed for 40 hours. Any development over 40 hours will be out of scope.
- The team will provide the support during the engagement. Once the engagement is complete, the Licensee will raise Infor support tickets to acquire additional support. Infor team will guide the Licensee in the process of raising support tickets.

7. Additional Scope Parameters and Scope Related Assumptions

Reference to section 1.9 Additional Scope Parameters and Scope-Related Assumptions, the table below lists the topics of the additional project scope.

Project Scope	Description	In scope Y/N

Reporting Strategy and Scoping Workshop	• v11 Demo – Future State Reporting Methods
	• Technology Workshop – Reporting Tools and Structures
	  • Demonstration of CSF v11 standard reporting capabilities and tools, as available
	• Reporting Scoping Exercise
	  • Report-by-report future state scoping
	• Validation of Final Report Scope
	  • Pre-requisite for Migration Effort/Planning
		Y

Integration Strategy and Scoping Workshop	• Integration Strategy Discussion • City of Greensboro Integration Scoping	Y

ION OS and Technology Workshop	• Demos – Covering ION, IPA, Ming.le (Workflow), IDM and IOS tools
	• 2-day Cloud Overview & Technology Workshop (Education)
	• Infor OS & ION Training – (Coursework)
	• Future-State City of Greensboro Scoping & Planning
	  • In-context strategy discussion for City of Greensboro
	  • Infor OS Scoping & planning discussion
		Y

Archiving Strategy and POC	• Develop a migration archiving strategy for archiving historical Finance and Supply Management data during the data migration activities of the project • Validate the migration archiving strategy through a systematic proof of concept/simulation effort for Finance and Supply Management	Y

GL Design	• GL Design Workshop
	  • Understand dimension and new hierarchy in CSF
	  • Determine how to map current GL AU and Accounts to new Global Ledger structure
		Y

Project Scope	Description	In scope Y/N
	• Global Ledger Structure design • City of Greensboro Offline GL Design Validation • GL Design Finalization Workshop	

8. Other Product Scope Parameters and Scope Related Assumptions

Reference to section 1.11 Other Product Scope Parameters and Scope-Related Assumptions, the table below lists the topics of the additional project scope.

<table>
<tr><th>Project Scope</th><th>Description</th><th>In scop Y/N</th></tr>
<tr><td>Infor Coleman</td><td>• Assist Licensee with the processes and techniques required to design and build out Coleman skills.
• Advise on development of initial skills.
• Conduct training workshop.</td><td>Y</td></tr>
<tr><td>Infor User Acceptance Platform (UAP)</td><td>Infor will deliver its UAP Jump Start services as part of this work order. The Infor UAP Jump Start is a two-week engagement as illustrated in the table below.
<table>
<tr><th>Pre-On-Site Activities</th><th>Weeks 1 - 2</th></tr>
<tr><td>• Set up and Testing
  • Advise on preparation and requirements
  • Validate all provisions are complete
  • Add initial users and roles</td><td>• Requirements Gathering and Design Sessions
• Deliver UAP Functional Administrator Training
• Develop UAP Approach for Training Development, Delivery and End User Performance Support
• Define Document Standards and Development Process
• Create Licensee specific templates for outputs identified in requirements gathering phase
• Deliver UAP Developer Training</td></tr>
</table></td><td>Y</td></tr>
</table>

Project Scope	Description	In scop Y/N

The UAP tasks, work products and events identified below are within the Project scope:

Activity or Work Product	Description
Set-up and Testing of UAP	These activities include the Initial Set up and Testing of UAP and installing UAP Licensee developers.
UAP Approach for Training Development, Delivery and End User Support	These activities include requirements gathering and design decisions; devising a UAP strategy and approach; and configuration and testing the UAP system. Topics addressed: • Identify the required UAP documentation and training outputs • Define UAP developer model • Identify the UAP development/ approval process • Identify the content (modules) to be developed to develop the UAP project structure • Identify UAP user support model • Identify the UAP deployment method(s)
UAP Templates	This activity is the creation of Licensee UAP templates for outputs identified in requirements gathering phase.
UAP Training	This activity is the delivery of the UAP Functional Administrator Training (up to 6 people) and the UAP Content Developer Training (up to 12 people).

User Adoption Platform Assumptions and Licensee Obligations

- Licensee is responsible for obtaining UAP licenses.
  Licensee is responsible for providing a training room for the UAP training delivery