



REDUCTION of SUPPORT – CANCELLATION of Users/Modules

Dear Jordon Shaw,

This letter is to confirm the written request of FRANKLIN, CITY OF ("Licensee") to cancel Support for the Component Systems, or reduce the number of Users for the Component Systems, listed in the table below effective as of July 31, 2018 (the "Effective Date"). By signing this letter, you are agreeing that you understand and accept the following changes to be made to the applicable software license, Support and Order Form agreement(s) (collectively, the "Agreements") for such Component Systems between Licensee and Infor Public Sector, Inc. or its affiliate (for itself or as successor in interest to the original licensor of the Component System(s), if applicable) ("Infor"). To confirm your company's agreement to the terms herein, please sign in the space provided below and return it to my attention.

Unless otherwise defined in this letter, capitalized terms herein are defined in the Agreements. In the event the terminology in this letter differs from the terminology used in the Agreements, references to Licensee shall have the same meaning as Customer or Client; references to Component Systems shall have the same meaning as Products, Software Products, Software, or Licensed Programs; references to Support shall have the same meaning as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; references to Order Form shall have the same meaning as Schedule, Supplement or Supplemental Schedule; and references to Users shall refer to the applicable license methodology for the Component System(s) listed below (e.g., named user, concurrent session).

Licensee: FRANKLIN, CITY OF - 372268
Jordon Shaw jordon.shaw@franklintn.gov
Hansen 8

	A	B	C	D	E	F
	Part # (if applicable)	Component System	Support for Entire Component System Cancelled (Yes/No)	# of Users Cancelled	# of Users Left	License Methodology (e.g., Named, Concurrent User)
1	H8PO	Hansen 8 - Purchasing (Requires Inventory Control)	No	37	23	Concurrent Users
2	H8AIC	Hansen 8 - Inventory Control	No	37	23	Concurrent Users
3	H8WM	Hansen 8 - Work Management	No	3	57	Concurrent Users
4	H8CC	Hansen 8 - Call Centre (Requires Customer Service)	Yes	1	0	Concurrent Users
5	NZTK-H8NDEU	Hansen 8 - Nezteck Data Utility Exchange	Yes	1	0	Named Users
6	HDYP-CS	Hansen Dynamic Portal for Customer Service	Yes	1	0	Server
7	HDYP-P	Hansen Dynamic Portal for Permits	Yes	1	0	Server

8	HDYP-UB	Hansen Dynamic Portal for Util. Billing	Yes	1	0	Server
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Other Terms:

Cancellation of Support for Entire Component System:

Upon cancellation of Support for a Component System (as indicated in the table above by a "Yes" in column C), Infor shall have no obligation to provide, and Licensee shall have no right to receive, Support (including, without limitation, any access to phone support, online assistance, updates or enhancements) for the applicable Component System. In addition, upon the Effective Date, Licensee shall discontinue all use of such Component System in the licensed environment(s) for which Support has been cancelled. If, under this letter, Licensee is cancelling Support for all Component Systems licensed under the Agreements pursuant to a contractual right of non-renewal, then the preceding sentence shall not apply.

If the Component System for which Support is cancelled is subject to an annual license fee or otherwise is of a type where ongoing Support is required in order to have a license to use such Component System under the Agreements, then all license rights granted for such Component System shall terminate and Licensee must immediately discontinue all use of such Component System (whether in a production or non-production environment) upon the Effective Date.

Cancellation of Users:

If Licensee is cancelling Users for the Component Systems (as reflected in column D of the table above), all rights of use (production and non-production) granted to Licensee under the Agreements for and relating to such Component System Users shall terminate, and Infor shall have no further obligations with respect thereto. If Licensee wishes to again utilize such cancelled Users, it may do so subject to the section below : Effect of Cancellation - Reinstatement.

Licensee acknowledges and agrees that in connection with a cancellation of Users, the installation of a new license key may be required. If so required, Licensee agrees to install the key upon receipt.

Effect of Cancellation - Reinstatement:

Cancellation of Support or Users, in whole or part, shall have no effect on Licensee's current and outstanding obligations to pay fees due and payable under the Agreements, and Licensee shall remain at all times obligated to pay such fees to Infor pursuant to the terms of the Agreements. In the event Licensee wishes to reinstate cancelled Support or Users at any time after the Effective Date, Licensee shall be required to pay Infor's then-current fees for such reinstatement (typically equal to payment of all Support fees during any period of cancellation plus a twenty-five percent (25%) reinstatement charge) and to execute such applicable documentation as provided by Infor. Fees for reinstatement are subject to change in accordance with Infor's then-current policies.

Use Restrictions:

Other than as expressly provided in this letter, nothing herein shall modify any restrictions governing the use of the Component Systems as set forth in the Agreements, including, without limitation, with respect to applicable tier, equipment or server requirements or other license terms.

If you have an outstanding Support renewal notice, you will receive a revised notice reflecting the above cancellation. If you do not, these changes will take effect as of the next Support renewal date.

The foregoing terms and conditions are agreed by the following authorised representatives of the parties:

Infor Public Sector, Inc.

Signature

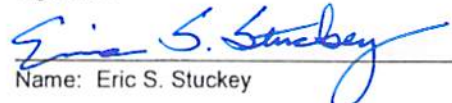

Name: Lindsay Pritchard

Title: Associate General Counsel

Date: July 11, 2018

FRANKLIN, CITY OF


Signature


Name: Eric S. Stuckey

Title: City Administrator

Date:

Approved as to form:


Tiffani M. Pope, Staff Attorney