



Order Form
COF Contract No. 2016-0298

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement, Contract No. 2010-0045, between Infor Public Sector, Inc. ("Infor") and City of Franklin, TN ("Licensee") with an effective date of 5/12/2010 (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

Prod - Franklin

	Part # (if applicable)	Component Systems	User Restriction* Quantity	Type	Support Level**
1	HAN-MOBILE-WM	Infor Field Inspector Work Management	25	DV	XT
			Total License Fee: \$ 25,000.00		

* If specified in the User Restriction field:

- **"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.

**** Support Level:**

****Support Level:** Descriptions of the Support levels can be found at

<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

"XT" = Infor Essential (24x5) / "XTP" = Infor Premium (24x7) / "XTE" = Infor Elite (24x7) Plus

II. Support Services

Annual Support Fee: \$ 5,000.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

Initial Term of Support: Order Form Date through 1 year from Order Form Date.

Fee for Initial Term of Support: **\$5,000.00**

Total Amount Due (before applicable taxes): **\$ 30,000.00**

Payment Terms:

Payment is due within 30 days of Order Form Date.

Unless otherwise specified all amounts are in
United States Dollar

Currency: USD

Equipment (on which Component Systems will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			
Software Serial #			

Licensee

Account ID: 372268

Infor GL ID: US06A

Account

Executive Name: Matt Dey

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

Delivery Address:	Invoice Address:
City of Franklin, TN 109 Third Avenue South Suite 111 Franklin, TN 37065 USA	City of Franklin, TN 109 Third Avenue South Suite 111 Franklin, TN 37065 USA
Contact Name: Jordon Shaw	Contact Name: Jordon Shaw
Contact Title:	Contact Title:
Contact Phone: 615-550-6624	Contact Phone: 615-550-6624
Contact email: jordon.shaw@franklintn.gov	Contact email: jordon.shaw@franklintn.gov

III. Additional Terms

Delivery is FOB Shipping Point.

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.

Mobile Software Supplement

The Mobile Software Supplement attached hereto and incorporated herein (the "Mobile Supplement"), sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Supplement as it relates to the Mobile Software. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Supplement, the provisions of the Mobile Supplement shall govern and control.

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; (ii) the Google Maps / Google Earth Legal Notices at: 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.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

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

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

for: **Infor Public Sector, Inc.**

Signature
Susan Erdely

Typed or Printed Name
Director, Contracts

Title

November 29, 2016

Date

for: **City of Franklin, TN**
(Licensee)

Signature
Dr. Ken Moore

Typed or Printed Name
Mayor

Title

Date

Approved as to form:

Kristen L. Corn

MOBILE APPLICATION SUPPLEMENT

In connection with Licensee's license to the Mobile Software (the "Mobile Application") as specified in the Order Form to which this Mobile Supplement ("Supplement") is attached, Licensee may use certain Infor-licensed Software (the "Software") on the Mobile Application through certain Apple or Android devices. The Mobile Application may be used on either an Apple device or an Android device, as specified by Apple or Google. If Licensee elects to use the Mobile Application on an Apple device, the Mobile Application is separately distributed exclusively by Apple through the App Store pursuant to the Apple Terms of Use. If Licensee elects to use the Mobile Application on an Android device, the Mobile Application is separately distributed exclusively by Google through Google Play pursuant to the Google Terms of Service. In order to use the Mobile Application on an Apple device, Licensee Users must separately agree to the Apple Terms of Use prior to downloading the Mobile Application, and in order to use the Mobile Application on an Android device, Licensee users must separately agree to the Google Terms of Service. If Licensee Users do not agree to these separate terms, then use of the Mobile Application will not be permitted on the respective Apple-supported or Google-supported device. At the time of download of the Mobile Application from the App Store or Google Play, as applicable, Licensee Users will be prompted to agree to either the Apple Terms of Use or the Google Terms of Service by checking a box displayed at the end of these terms or by clicking an "Agree" or similar button where this option is provided, or Licensee Users will be deemed to have accepted such terms by using the Mobile Application. Notwithstanding the foregoing, the Agreement to which this Supplement is attached is deemed amended by this Supplement with respect to the Mobile Application, as provided for below and as otherwise set forth in the Apple Terms of Use or the Google Terms of Service, as applicable. Any conflict between the terms of the Agreement and the terms of this Supplement will be resolved in favor of this Supplement.

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"Apple Terms of Use" refers to the then-current additional terms and conditions of Apple (including the App Store Terms of Service and Apple Usage Rules set forth in the Apple App Store) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Apple device.

"App Store" means the electronic store branded, owned and/or controlled by Apple.

"INFOR" refers to the INFOR contracting entity set forth in the Agreement, for and on behalf of itself and its subsidiaries and affiliates, including Infor (US), Inc.

"EULA" means additional terms of use of INFOR applicable to the Mobile Application that Licensee Users must accept and agree to prior to use of the Mobile Application. Neither Apple nor Google is a party to the EULA.

"Google" refers to Google Inc.

"Google Play" means the electronic store branded, owned and/or controlled by Google.

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