



Services Work Order Short Form Agreement

This Services Work Order Short Form Agreement (the "Work Order") is between **Infor (US), Inc.** ("Infor") and **FRANKLIN, CITY OF** ("Licensee") and sets forth the terms by which Infor agrees to provide Licensee with software-related services as described herein or related hereto ("Services") and Licensee agrees to pay for such Services.

Effective Date of Work Order: date of final signature below

Work Order Number: AGR.17406

Prepared by: Lawrence Clevestine

Project Name: Infor Public Sector Workflow Training

Description of Services to be Provided

Infor Consulting to provide ad hoc consulting services at the Licensee's direction. No specific deliverables defined.

General Assumptions and 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.

Other Project Assumptions and Obligations

- Anything not listed in above Description of Services to be delivered will be considered out of scope for this work order.
- Training will be conducted remotely.

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
ICS Consultant, Sr.	40.00	215.00	8,600.00

Grand Total	8,600.00
Currency	US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **7/31/2017**.

Estimated time and costs listed in this Order represent an estimate only, and actual project time and cost may vary from the estimates provided. All Services are provided on a time and materials basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a semi-monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 15 days of the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. Travel time to and from Licensee's site will be billed at \$90 per hour. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

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

Licensee Site Addresses :

CITY HALL
109 3RD AVE SOUTH
FRANKLIN TN 37064
United States

PAYMENT

Infor will invoice Licensee for all Services and applicable charges on a semi-monthly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee is responsible for paying all applicable taxes. Licensee will pay each Infor invoice within 30 days of the date of invoice. Late payments are subject to a late charge as set forth in Tenn. Code §§ 66-34-601.

CONFIDENTIALITY

The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Work Order that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information. Notwithstanding anything herein to the contrary, Infor acknowledges that Licensee is subject to the Tennessee Public Records Act. Licensee may disclose Infor's information as required by the Act, provided that Licensee give Infor with prior notice so that Infor make take action to prevent such disclosure, as may be permitted by the Act.

TERM AND TERMINATION

If either party materially breaches any obligation in this Work Order, and fails to remedy such breach within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Work Order. Upon termination of this Work Order by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Work Order will not release either party from making payments which may be owing to the other party under the terms of this Work Order. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Work Order.

WARRANTY; LIMITATION OF LIABILITY

Infor will render the Services with reasonable care and skill and will re-perform any portion of the Services that Licensee reasonably demonstrates, within sixty days of the provision of such Services, have not been provided with reasonable care and skill. INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO

THE SERVICES AND/OR ANY OTHER MATTER RELATING TO THIS WORK ORDER. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, INFOR WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. IN NO EVENT WILL INFOR'S LIABILITY IN CONNECTION WITH THE SERVICES OR ANY OTHER MATTERS HEREUNDER EXCEED THE AMOUNTS THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES PURSUANT TO THIS WORK ORDER.

MISCELLANEOUS

Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Work Order, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations. This Work Order will be governed by and construed under the laws of the State of Tennessee as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. Licensee may not assign or transfer any of its rights or obligations under this Work Order, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. A party's failure to enforce its rights with respect to any single or continuing breach of this Work Order will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach. Infor will provide all Services as an independent contractor, and no employment or other relationship arises between the parties as a result of the execution of this Work Order. This Work Order contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Work Order, does not modify this Work Order. No modification of this Work Order will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Work Order. This Work Order and any signed related document, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Work Order may be signed in counterparts.

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

Infor (US), Inc.

FRANKLIN, CITY OF

DocuSigned by:

Signature :

Shane Bernstein

Signature :

Eric S. Stuckey

A4BA111BFD2841F...

Printed Name : **Shane Bernstein**

Printed Name : *Eric S. Stuckey*

Title : **Manager, Finance**

Title : *City Administrator*

Address :
13560 Morris Road

Address :
CITY HALL
109 3RD AVE SOUTH
FRANKLIN TN 37064

Alpharetta
GA 30004
USA

United States

Signed Date : **July 3, 2017 | 11:39:02 AM EDT**

Signed Date : **6-30-2017**

Purchase Order Number :

Invoice Mailing Address if different from:

CITY HALL
109 3RD AVE SOUTH
FRANKLIN TN 37064
United States

Company Name :

Contact Name :

Address :

Approved as to form by:

Kristen L. Corn
Kristen L. Corn, Assistant City
Attorney

Phone :
 Email Address :

INTERNAL USE ONLY

Primary Product : Hansen Products
 Existing Project ID :
 Opportunity ID : OP-02335347

ICS Approval ID: AGR.17406
 Existing Project Manager :
 Internal ID:

The hours and rates listed aside the resource role(s) in the table below represent the "Resource Model" and estimated fees for this Work Order. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor will offer, via the change order process, alternative resource role(s) as applicable to meet the revised requirements and/or schedule. Alternate role(s) will be charged at the hourly rate aligned with those roles listed in the table below.

ICS Consultant, Assoc.	150.00
ICS Consultant	205.00
ICS Consultant, Sr.	215.00
ICS Consultant, Principal	230.00
ICS Consultant, Sr. Principal	245.00
ICS Solution Architect	240.00
ICS Project Manager, Assoc.	230.00
ICS Project Manager	245.00
ICS Project Director	280.00
ICS Sr. Project Director	315.00
COE Consultant Offshore	60.00
COE Sr Consultant Offshore	90.00
COE Pr Consultant Offshore	105.00
COE Project Admin Offshore	45.00
COE Project Manager Offshore	90.00
COE Project Director Offshore	115.00