



SaaS Order Form

This Order Form is subject to the terms of the Subscription License and Services Agreement between **Infor Public Sector Inc.** ("Infor") and **City of Franklin, Tennessee** ("Licensee") with an effective date of 04/08/19 (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 in 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

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	RFG-S-CIVICS-S	Infor Rhythm for Civics Subscription	37,600.00	AASTX	CXT

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

* If specified in the User Restriction field:

"AASTX" = **Annual Active Searchable Transactions** - Quantity represents the number of entries within a single year which are active and searchable by the Component System, including but not limited to permits, service requests, business licenses, and utility billing accounts, regardless of whether such entries are entered manually or electronically via the Component System or any other means.

**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/>

II. Subscription Term and Subscription Fees

Annual Subscription Fee: \$31,000.00

Initial Subscription Term: Order Form Date through three (3) years from **Order Form Date**.

Fee for Initial Subscription Term: \$93,000.00

Annual Escalation Percentage Cap for Renewal Terms: As applicable to the following two (2) Renewal Terms in increments of one (1) year each in duration, the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall not exceed 3% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

Total Amount Due (before applicable taxes): \$93,000.00

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 in increments of one (1) year each in duration, as invoiced by Infor. The first Annual Subscription Fee 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 30 days of the date of the invoice.

Licensee Account ID:	372268
Infor GL ID:	US06A
Account Executive Name:	Rhoda Steward

Primary-use Address:	Invoice Address:
City of Franklin, TN IT 109 3 rd Avenue South Suite 111 Franklin, TN 37064 USA	City of Franklin, TN Accounts Payable 109 3 rd Avenue South P.O. Box 295 Franklin, TN 37065-0295 USA
Contact Name: Jordon Shaw	Contact Name: Angelique Franzoni
Contact Title: Department Director	Contact Title: Accounts Payable
Contact Phone: 615-550-6624	Contact Phone: 615-550-6686
Contact email: jordon.shaw@franklintn.gov	Contact email: accountspayable@franklintn.gov

IV. Additional Terms

Exhibit 1 –Service Level Description is attached to and made a part of this Order Form.

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.

Infor Document Management:

Since Licensee has the ability to gain access to certain Infor Document Management (DMG) Source Code, made available by Infor for the limited purpose of allowing such DMG Component System(s) to run on a desktop/laptop computer or other supported devices, Licensee acknowledges and agrees as follows: 1) The Licensee is entitled to use this particular DMG Source Code for the sole purpose of allowing it to use the applicable Component System; 2) Infor does not entitle Licensee to modify such Source Code; 3) Infor neither assumes nor accepts responsibility or liability regarding any such modifications and will not provide Support for any Component System issues related to such modifications; 4) Any and all use of the DMG Source Code for any purpose other than for the limited purpose as specified above shall be deemed to be a breach of the Agreement.

Effective date of this Order Form: 01/08/19 (the "Order Form Date"), to be completed by Infor upon countersignature.

(Signatures on Page 3)

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

for: **Infor Public Sector Inc.**

Susan Erdely

Susan Erdely
infor, susan.erdely@infor.com
2019.01.07 11:14:27 -05'00'

Signature

Susan Erdely

Typed or Printed Name

Director, Contracts

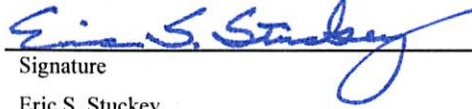
January 7, 2019

Title

Date

for: **City of Franklin, Tennessee**

(Licensee)



Signature

Eric S. Stuckey

Typed or Printed Name

City Administrator

Title

Date

01/08/19

Approved as to Form By:



Tiffani M. Pope, Staff Attorney

Exhibit 1 to SaaS Order Form**Service Level Description**

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

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

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

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

Cloud Storage - Infor Subscription Software solutions include two (2) terabytes 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 Infor by Infor's 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 Infor's 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. Infor's security management system is based on the following:

- **Security Policies:** Infor requires that all Infor 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 USA, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Infor's 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 Licensee's

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

- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, Infor's 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:** Infor is constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure Infor is abiding by the requirements that apply to the handling of Licensee's data.

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

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

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

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

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

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

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