



ADDENDUM

MULTIYEAR SUPPORT COMMITMENT

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Software Support Agreement between Infor Public Sector, Inc. ("Infor") and CITY OF FRANKLIN, TN ("Licensee") with an effective date of May 12, 2010 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to 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 Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum 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 an 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 an Agreement as Schedule, Supplement or Supplemental Schedule); "Annual Escalation Percentage Cap" means the maximum percentage increase in an 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".

Effective date of the Addendum: the date of counter-signature by Infor.

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary.

	SKU	Component System	License Restriction		Support Level*
			Quantity	Type	
1	H8AE	Hansen 8 - Street	7	CU	XT
2	H8AF	Hansen 8 - Fleet	13	CU	XT
3	H8AIC	Hansen 8 - Inventory Control	23	CU	XT
4	H8AP	Hansen 8 - Plant	13	CU	XT
5	H8APC	Hansen 8 - Parks	4	CU	XT
6	H8AS	Hansen 8 - Sewer	6	CU	XT
7	H8ASWMM	Hansen 8 - Solid Waste Container Management	1	SV	XT
8	H8AT	Hansen 8 - Storm	5	CU	XT
9	H8AW	Hansen 8 - Water	12	CU	XT
10	H8AWMM	Hansen 8 - Water Meter Management	1	SV	XT
11	H8AWS	Hansen 8 - Asset Web Services	1	SV	XT
12	H8BWS	Hansen 8 - Billing Web Services	1	SV	XT
13	H8CAS	Hansen 8 - Configured Assets	2	CU	XT
14	H8CDR	Hansen 8 - CDR Bundle	23	CU	XT
15	H8CIS	Hansen 8 - CIS Billing	1	SV	XT
16	H8CM	Hansen 8 - Cashiering	4	CU	XT
17	H8CS	Hansen 8 - Customer Service	40	CU	XT
18	H8CWS	Hansen 8 - CDR Web Services	1	SV	XT
19	H8GGS	Hansen 8 - GeoAdministrator	2	CU	XT
20	H8MD	Hansen 8 - Map Drawer	1	SV	XT
21	H8PO	Hansen 8 - Purchasing (Requires Inventory Control)	23	CU	XT
22	H8WM	Hansen 8 - Work Management	57	CU	XT
23	HAN-MOBILE-WM	Infor Field Inspector Work Management	25	DV	XT

*Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. At all times Support shall be provided according to Infor's then-current Support policies and procedures. Descriptions of the Support levels can be found at <http://www.infor.com/support/support-plan-features/>.

COF CONTRACT No. 2010-0045

Amendment 4

If Applicable: "XTP" = Infor Xtreme Premium (24 x 7) and "XTE" = Infor Xtreme Elite (24 x 7) Plus.

II. Support Services

Total Support Fee:** \$554,973.99

** The Total Support Fee specified above has been calculated to align the Support End Dates of all Component Systems listed.

Annual Escalation Percentage Cap: For this Support Term, the Annual Escalation Percentage increase of 3% is included in the annual payment amounts set forth below. Following this Support Term, the Annual Escalation Percentage cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is the greater.

Support Term: 08/01/2018 ("Start date") to 08/14/2021

Support Commitment:

The Support Term specified herein is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Support Term. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

On the last day of the Support Term, Support will automatically renew for successive twelve-month periods (the "Renewal Period") unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

Other fees: NA

Total Amount Due (before applicable taxes): \$554,973.99

Currency: USD

This Addendum is subject to the Infor General Lifecycle Policy. As described therein, additional fees may apply if Mainstream Maintenance is no longer available for a Component System during the Support Term.

Payment Schedule:

\$184,152.60 (plus applicable taxes) is due no later than receipt of invoice for term 8-1-18 / 8-14-19

\$182,670.63 (plus applicable taxes) is due no later than 07-14-19 for term 8-15-19 / 8-14-20

\$188,150.75 (plus applicable taxes) is due no later than 07-14-20 for term 8-15-20 / 8-14-21

Invoice Address: 109 3rd AVENUE SOUTH

FRANKLIN, TN 37064

Contact Tel: 615-550-6624

Contact name: Jordon Shaw

Contact Title: IT Director

Contact Email: jordon.shaw@franklintn.gov

Account ID: 1-372268

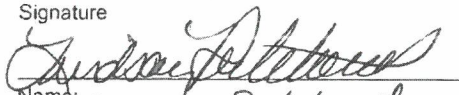
COF CONTRACT No. 2010-0045

Amendment 4

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

Infor Public Sector, Inc.

Signature



Name:

Lindsay Pritchard

Title:

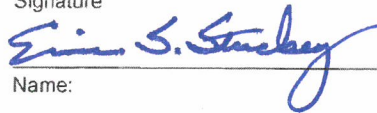
Associate General Counsel

Date:

9/13/18

CITY OF FRANKLIN, TN

Signature



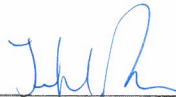
Name:

Title: City Administrator

Date:

9/13/18

Approved as to Form:



Tiffani M. Pope. Staff Attorney