

COF Contract No. 2010-0045
Amendment 5

Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement 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*		Support Level**
			Quantity	Type	
1	H8CDR	Infor Public Sector Suite - CDR Bundle	55	CU	XT
2	H8CAS	Infor Public Sector Suite - Configured Assets	14	CU	XT
3	H8CS	Infor Public Sector Suite - Customer Service	54	CU	XT
4	H8CM	Infor Public Sector Suite - Cashiering	36	CU	XT
5	HAN-MOBILE-CDR	Infor Field Inspector CDR	5	DV	XT
6	H8AE	Infor Public Sector Suite - Street	17	CU	XT
7	H8AW	Infor Public Sector Suite - Water	19	CU	XT
8	H8AT	Infor Public Sector Suite - Storm	19	CU	XT
9	H8AS	Infor Public Sector Suite - Sewer	12	CU	XT
10	H8APC	Infor Public Sector Suite - Parks	13	CU	XT
11	H8AF	Infor Public Sector Suite - Fleet	3	CU	XT
12	H8AP	Infor Public Sector Suite - Plant	8	CU	XT
			Total License Fee: \$275,715.00		

* If specified in the User Restriction field:

"CU" = **Concurrent Users** - Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

"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:**

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

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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:			

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

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 3rd Avenue South, Suite 108 Franklin, TN 37064 USA	City of Franklin, TN 109 3rd Avenue South, Suite 108 Franklin, TN 37064 USA
Contact Name: Jordan Shaw	Contact Name: Jordan Shaw
Contact Title: IT Director	Contact Title: IT Director
Contact Phone: 615-550-6624	Contact Phone: 615-550-6624
Contact email: jordan.shaw@franklntn.gov	Contact email: jordan.shaw@franklntn.gov

III. Additional Terms

Parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems licensed herein, Delivery shall be 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.

Committed Support Terms

i. The Support Fee and Annual Escalation Percentage Cap set forth above shall apply only to the Component Systems and number and types of users set forth above. If during the Initial Term of Support, or at any time during the remainder of the commitment period, Licensee licenses additional Component Systems and/or users, or reinstates Support for any previously licensed Component Systems and/or users, the Support Fee will increase according to Infor's then-current applicable rates and policies.

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ii. The parties agree the Support Fee and Annual Escalation Percentage Cap specified above is offered by Infor solely in reliance upon Licensee's commitment to renew annual Support through the Committed Term of Support which will be invoiced in advance of each annual support renewal period. The support period specified herein is a binding term, and Support may not be canceled during this time. If Licensee fails to pay Infor any portion of the Support Fee when due for any reason whatsoever, then, in addition to other remedies Infor may exercise, Licensee shall be immediately invoiced for, and shall be obligated to pay to Infor the Support Fee for the entire commitment period, with Infor-standard annual increases applied, as liquidated damages and not as penalty, less any amounts previously paid by Licensee for the Support fees due hereunder. The parties agree this amount is a fair and reasonable estimation of Infor's damages in the event Licensee breaches its obligation to maintain Support through the commitment period.

iii. Licensee warrants, represents and agrees that the prices, terms, and conditions contained in this Order Form shall not be disclosed by Licensee to any third party and are to be maintained as Infor "Confidential Information" pursuant to the terms of the Agreement.

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.**

DocuSigned by:



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Signature

Gregory M Giangliordano

Typed or Printed Name

SVP & General Counsel

Title

Date

for: **City of Franklin, TN**

(Licensed)



Signature

Typed or Printed Name

MAYOR

Title

Date

9-17-18

Approved as to Form:



Tiffany M. Pope, Staff Attorney