



RESOLUTION 2020-025

AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH INFOR FOR CLOUD SERVICES

WHEREAS, the City of Sherwood has been using the Infor Public Sector software for the past 15 years in the Community Development, Public Works, and Utility Billing departments and the software is currently hosted on the City's IT systems and administered by Public Works and Information Technology staff; and

WHEREAS, the software vendor has a Software as a Service offering where the City could migrate this application to this service and Infor would manage the IT systems and administration of this application; and

WHEREAS, staff believes there is significant benefit in moving to this service by improving support for this application, reducing the number of IT systems, and reducing costs associated with administering them; and

WHEREAS, Infor has provided a cost estimate of \$181,240 to migrate the City's current on-premise software to this Infor hosted service and an annual support and maintenance cost of \$96,687.50 for the first year of service, while future years would incur a 5% annual increase for the first three years.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to enter into contracts for the migration of the Infor software to their hosted service and service agreements in a form substantially similar to the attached Exhibit A, B, and C.

Section 2. The City Manager is authorized to sign change orders related to the migration and/or additional licenses/features in an amount not to exceed 10% of the migration and service agreement costs.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 5th of May, 2020.


Keith Mays, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

AGREEMENT NUMBER: _____

THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT (the "Agreement") is between **Infor Public Sector, Inc.** ("Infor") and **City of Sherwood** ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

- (a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.
- (b) "**Authorized Users**" means: (i) Licensee's employees; and (ii) contractors authorized by Licensee to access the Subscription Software who, prior to obtaining access to the Subscription Software, have executed a non-disclosure agreement that protects Infor's Confidential Information to the same extent as this Agreement, in each case registered in the database with a unique UserID and a unique password.
- (c) "**Confidential Information**" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Licensee includes Licensee Data. 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 known to Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information.
- (d) "**Customizations**" means any components deployed in the hosted environment for the Subscription Software other than the generally available Subscription Software or components that Licensee may deploy via the standard user interface or tools included in the generally available Subscription Software. Customizations may include, without limitation, code, databases or third party extensions that are not included in the generally available Subscription Software.
- (e) "**Discloser**" means the party providing Confidential Information to the Recipient.
- (f) "**Documentation**" means the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software.
- (g) "**Documented Defect**" means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.
- (h) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.
- (i) "**Initial Subscription Term**" means the initial subscription period set forth on the applicable Order Form.
- (j) "**Intellectual Property Rights**" means any and all rights in patents, copyrights, trademarks and service marks.
- (k) "**Licensee Data**" means information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorized Users.
- (l) "**License Restriction**" means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorized Users, locations, connections).
- (m) "**Order Form**" means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and License Restriction, a description of the Subscription Services, Subscription Fees, and payment terms.
- (n) "**Personal Information**" means information provided to Infor by or at the direction of Licensee, or to which access was provided to Infor in the course of Infor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.
- (o) "**Recipient**" means the party receiving Confidential Information of the Discloser.
- (p) "**Renewal Term**" means any renewal or extension of Licensee's license to use the Subscription Software following the expiration of the Initial Subscription Term.
- (q) "**Residual Knowledge**" shall mean ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.
- (r) "**Service Level Description**" means the Service Level Description document applicable to the Subscription Services and attached as an exhibit to an Order Form.
- (s) "**Subscription Fees**" means the fees for the Subscription Services set forth on the applicable Order Form.
- (t) "**Subscription Services**" means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Licensee under this Agreement.
- (u) "**Subscription Software**" means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing the Subscription Services.

(v) “**Subscription Term**” means the Initial Subscription Term or any Renewal Term, as applicable.

(w) “**Third Party Licensor**” means a third party whose software products (“**Third Party Products**”) have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a “**Third Party Agreement**”).

(x) “**Updates**” means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.

(y) “**UserID**” means a unique user identification credential used in combination with a unique password to access the Subscription Services.

2. License. Subject to the terms and conditions of this Agreement and the applicable Order Form, Infor hereby grants to Licensee a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Software and the Subscription Services, during the Subscription Term, in an operating environment hosted by Infor, for Licensee’s own internal use. Any rights not expressly granted in this Agreement are expressly reserved.

(a) **Documentation.** Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.

(b) **License Restriction.** Licensee’s use of the Subscription Software and Subscription Services is subject to any License Restriction specified in the applicable Order Form.

(c) **Additional Restrictions on Use of the Subscription Software and Subscription Services.** In no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Subscription Services. In no event shall Licensee or its Authorized Users possess or control the Subscription Software or any related software code. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this Agreement, Licensee is prohibited from using the Subscription Software to provide service bureau services to third parties. Licensee will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Authorized Users. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.

(d) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.

(e) **Ownership.** Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. Licensee Data shall be the sole property of Licensee. Infor may collect anonymous data related to Licensee Data or use of the Subscription Software and Subscription Services (collectively

“Anonymous Data”), and such Anonymous Data (which in no event will include Personal Information) shall be the sole property of Infor and not considered Licensee Data.

3. Subscription Services.

(a) **Hosted Environment.** Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services, on servers located at a facility selected by Infor.

(b) **Support.** Infor shall (a) provide Licensee with access (via the internet, telephone or other means established by Infor) to Infor’s support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as “Support”). Support is included in the Subscription Fee.

(c) **User Accounts.** Licensee is responsible for maintaining its own Authorized User UserIDs and passwords which can be managed through the Subscription Software interface. Licensee is responsible for maintaining the confidentiality of Licensee’s UserIDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and Passwords. Licensee is responsible for all uses of and activities undertaken with UserIDs registered on Licensee’s account. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee’s UserIDs of which Licensee becomes aware.

(d) **Connectivity.** Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Licensee is responsible for providing connectivity to the Internet for itself and its Authorized Users. Licensee shall also be responsible for ensuring that latency and available bandwidth from the user’s desktop to Infor’s hosted routers is adequate to meet Licensee’s desired level of performance. If Licensee requires a VPN or private network connection to the Subscription Services, Licensee is responsible for all costs associated with any specialized network connectivity required by Licensee. If Infor offers the Subscription Software in a single tenant environment, Licensee will require a VPN to access such environment.

(e) **Restrictions.** Infor shall have no obligation to correct a problem caused by Licensee’s negligence, Licensee’s equipment malfunction or other causes beyond the control of Infor.

(f) **Customizations.** Customizations are not permitted absent Infor’s prior written consent. If permitted, Customizations may only be created and deployed by Infor, and shall be documented in a separate agreement between Infor and Licensee. Support or other services for Customizations are not available under this Agreement or included as part of the Subscription Fees and may only be purchased pursuant to a separate agreement between Infor and Licensee.

4. Payment and Taxes.

(a) **Payment.** Licensee shall pay Infor the Subscription Fees set forth on the Order Form. Subscription Fees are payable in advance and Infor will invoice Licensee for Subscription Fees prior to the commencement of the portion of the Subscription Term to which such fees apply. After the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. Infor shall use

commercially reasonable efforts to notify Licensee of any such annual adjustment no later than approximately one-hundred twenty (120) days prior to the start of the Subscription Term which such adjustment applies. Additionally, Licensee may contact the Subscription Services Manager assigned to its account to receive the amount of a Subscription Fee for a future Subscription Term. Except as otherwise set forth in this Agreement, Subscription Fees are non-refundable. Licensee will pay each Infor invoice in accordance with the payment terms set forth on the Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. Notwithstanding anything to the contrary in this Agreement, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.

(b) Taxes. Licensee is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor’s net income or capital stock). Applicable tax amounts (if any) are not included in the Subscription Fees set forth on any Order Form. Infor will invoice Licensee for applicable tax amounts and such invoices are payable in accordance with Section 4(a) and the Order Form.

5. Limited Warranties, Disclaimer of Warranties, and Remedies.

(a) Right to Grant License. Infor warrants that that it owns all right, title and interest in and to the Subscription Software or has obtained rights in such Subscription Software sufficient to grant the licenses granted to Licensee under this Agreement. Licensee’s exclusive remedy, and Infor’s exclusive obligation, for a breach of this warranty is set forth in Section 7 (Indemnity).

(b) Limited Subscription Software Warranty by Infor and Remedy For Breach. Infor warrants that the Subscription Software will operate without a Documented Defect for the duration of the applicable Subscription Term. Infor’s sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 14 of this Agreement, Licensee may terminate this Agreement if Infor is unable to cure such breach within 15 days from the date of notice of termination and pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5(b) are exclusive and in lieu of all other remedies, and represent Infor’s sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period. For clarity, Licensee’s entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.

(c) Malicious Code. Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any “time bombs,” “worms,” “viruses,” “Trojan horses,” “protect codes,” “data destruct keys,” or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Services (“Malicious Code”). As Licensee’s sole remedy for breach of this representation, Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Subscription Software. If Infor is unable to remove the Malicious Code from the Subscription Software within 30 days from the date Licensee provides notice and the Malicious Code gives rise to a Documented Defect, then Licensee may terminate the applicable Order Form(s) pursuant to 8c.

(d) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, Infor will render the Subscription Services

with commercially reasonable care and skill. Infor further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the Availability section of the applicable Service Level Description. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding Scheduled Maintenance as described in the applicable Service Level Description (the “Down Time Warranty”). In the event of a breach of the foregoing warranty Infor shall apply service level credits based on the actual availability measure for the applicable period as follows:

<u>Availability</u>	<u>Service Level Credit</u>
99.500% or greater	No Service Level Credit
99.499% - 99.000%	5% of the monthly prorated subscription fee
98.999% - 98.500%	15% of the monthly prorated subscription fee
98.499% - 95.000%	25% of the monthly prorated subscription fee
Below 95.000%	35% of the monthly prorated subscription fee

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Licensee’s next invoice or, if Licensee has paid the final invoice under this Agreement, service level credits shall be paid to Licensee within thirty (30) calendar days following the determination that the credit is due. Licensee may terminate the applicable Order Form if Availability is below 95% for any two consecutive months or any three months in a rolling twelve month period. Licensee may exercise such termination right within sixty (60) days from the date it first arose. The service level credit and termination right in this Section 5d are exclusive remedies and in lieu of all other remedies for breach of the Down Time Warranty.

(e) Disclaimer of Warranties. The limited warranties in this Section 5 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET LICENSEE’S REQUIREMENTS.**

(f) Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software not performed by or on behalf of Infor. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 5 above, Infor’s obligations hereunder will be further limited accordingly.

(g) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 14 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.**

(h) **HIGH RISK ACTIVITIES. THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.**

6. Confidential Information.

(a) **Confidentiality.** The Confidential Information disclosed under this Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Agreement. Except as otherwise permitted under this Agreement, the Recipient will not knowingly 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 of this Agreement 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; provided, however, that Licensee's obligations to maintain the Subscription Software and Documentation as confidential will survive in perpetuity. Each of Licensee and Infor shall be responsible for the breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees, Authorized Users, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent (a) a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser, (b) Infor from using Anonymous Data. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. If Licensee receives a valid disclosure request for Infor's Confidential Information pursuant to Or. Rev. Stat. §§ 192.410 to 192.505, then Licensee shall promptly notify Infor of such request and provide a reasonable amount of time or the maximum amount permitted under law, whichever is greater for Infor to seek a protective order or

similar device. If Infor does not oppose such release, then Licensee may release the Confidential Information subject to the request which is not covered by a valid exemption. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall furnish only that portion of the Discloser's Confidential Information which is legally required to be furnished.

(b) **Security Policies and Safeguards.** Infor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and Personal Information in the possession or under the control of Infor or to which Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Infor pursuant to this Section 6(b) shall include, without limitation:

- (i) User identification and access controls designed to limit access to Licensee's Data to authorized users;
- (ii) the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;
- (iii) the use of encryption techniques when Licensee's Data is transmitted or transferred into or out of the hosted environment;
- (iv) physical security measures, including without limitation securing Licensee's Data within a secure facility where only authorized personnel and agents will have physical access to Licensee Data;
- (v) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- (v) periodic employee training regarding the security programs referenced in this Section; and
- (vi) periodic testing of the systems and procedures outlined in this Section.

(c) **Review of Controls.** Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 18 (SSAE 18) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Licensee shall have the right to request and receive a copy of the Audit Report and Licensee may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information (as defined in this Agreement).

(d) **Security Incident Response.** In the event that Infor becomes aware that the security of any Licensee Data or Personal Information has been compromised, or that such Licensee Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Licensee, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information

Security Incident; (iii) provide periodic updates of any ongoing investigation to Licensee; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; (v) cooperate with Licensee's reasonable investigation or Licensee's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident. If Infor materially breaches its obligations in Section 6b (Security Policies and Safeguards) and such breach directly causes a Security Incident, then, subject to Section 14, Infor shall reimburse Licensee for any credit monitoring cost and notice costs required by law.

7. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense to the extent arising from a third party claim against Licensee that the Subscription Software infringes any Intellectual Property Rights of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must, in writing, grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Licensee or an admission of guilt by Licensee (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software by, on behalf of, or at the request of Licensee; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than provided by Infor. If any Subscription Software is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the un-used portion of the Subscription Services fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Licensee's use of such Subscription Software and Licensee may terminate the Order Form giving rise to the infringement claim. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

(a) Term. With respect to the Subscription Software, the Initial Subscription Term shall be as set forth on the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as set forth in Section 8(b) or otherwise explicitly provided herein, the Subscription Term cannot be terminated prior to its expiration date.

(b) Right of Termination. If either party breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay Subscription Fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms

hereunder). Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms hereunder) on less than thirty days' written notice. Additionally, Licensee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under the Agreement, and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) the Licensee has exhausted all legally available means for making payment called for under this Agreement, (iii) the Licensee has not acquired, and has no intent to acquire during the subsequent fiscal period, software that has functions similar to those of the products and services licensed hereunder, and (iv) no funds have been appropriated for the acquisition of such software, then the Licensee may terminate this Agreement at the end of any fiscal period by giving notice to Infor as soon as reasonably practicable. The Licensee represents that funding has been appropriated sufficient to pay amounts due under this Agreement for the current fiscal year. For the avoidance of doubt, terminations under this section apply to subsequent Subscription Terms and do not entitle Licensee to any refund of prepaid fees in the present Subscription Term.

(c) Effect of Termination. Upon termination of this Agreement by either party, Licensee's license to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this Agreement will not release either party from making payments which may be owing to the other party under the terms of this Agreement through the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If Licensee is terminating pursuant to a material breach under Section 8b or pursuant a termination right in 5(b) (Limited Subscription Software Warranty by Infor and Remedy For Breach) or 5c (Malicious Code) or 5d (Limited Services Warranty and Remedy For Breach), then Infor will refund any pre-paid and unused Subscription Fees for terminated Subscription Software.

(d) Return of Licensee Data. Upon termination or expiration of this Agreement, Infor shall promptly make all Licensee Data available to Licensee as a native database export provided through Infor's FTP server. In the event that Licensee requires the return of Licensee Data in an alternate format or requires any other termination assistance services, Infor and Licensee shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services.

(e) Survival of Obligations. 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 or expiration of this Agreement.

9. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355,

USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

10. Force Majeure. Except with respect to the payment of fees, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing. Infor will not charge and Licensee will not accrue any late fees in connection with a Force Majeure event.

11. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Infor, whether by operation of law or otherwise, including in connection with a change in control, merger, acquisition, consolidation, asset sale or other reorganization, and any attempt at such assignment or transfer will be void.

12. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement 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.

13. Choice of Law; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without application of any conflict of laws provisions thereof, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of New York, without application of any conflict of laws provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

14. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR, EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR HEREUNDER FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) EXCLUSION OF DAMAGES. IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL,

INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15. Audit Rights. Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form. Infor will notify Licensee in writing at least thirty (30) days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period. If an audit reveals that Licensee is using the Subscription Software or Subscription Services beyond the scope of the license granted herein (for example, in excess of the License Restriction), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid Subscription Fees associated therewith based on Infor's then-current list rates, as well as any applicable late charges.

16. Compliance with Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Subscription Software and the Subscription Services including, without limitation, by not submitting any Licensee Data that is illegal, defamatory, or that infringes any third party proprietary rights.

17. Miscellaneous. Licensee grants Infor permission to use its name and logo in marketing materials referencing Licensee as a customer. Infor and Licensee are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.

18. Entire Agreement. This Agreement 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 Agreement, does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, 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 or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all Order Forms may be signed in counterparts.

THE PARTIES have executed this Subscription License and Services Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor Public Sector, Inc.

Licensee: City of Sherwood

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Signature Date: _____

Signature Date: _____



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 Sherwood** ("Licensee") with an effective date of _____ (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

PROD: Sherwood

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	HAN-S-H8AMB-MT	Infor Public Sector Suite - Asset Management Bundle - SaaS MT	50	NU	CXT
2	HAN-S-H8CDREB-MT	Infor Public Sector Suite - CDR Enhanced Bundle - SaaS MT	25	NU	CXT
3	HAN-S-H8UBB-MT	Infor Public Sector Suite - Utility Billing Bundle - SaaS MT	25,000	ACCT	CXT
4	BBI-S-DEPLOY-USW	Birst Cloud Deployment Site - US West	1	DA	CXT
5	HAN-S-H8AWMM-MT	Infor Public Sector Suite - Water Meter Management - SaaS MT	25	NU	CXT
6	HAN-S-HDYP-UB-RD-MT	Infor Public Sector Suite Dynamic Portal for Util. Billing Responsive Design - SaaS MT	25,000	ACCT	CXT
7	ION-S-PIPELINES	Infor Data Lake Data Scanning - SaaS MT	6	UTLM	CXT
8	ION-S-PROCESS-EMBED	ION Messages for Infor - SaaS MT	3	MSG	CXT
9	ION-S-STORAGE	Infor Storage	2	1.0TB	CXT
10	BBI-S-DENT-ANLU	Birst Cloud Analyst User (Direct)	2	NU	CXT
11	BBI-S-DENT-BNSU	Birst Cloud Business User (Direct)	18	NU	CXT
12	BBI-S-DENT-PLT	Birst Cloud Enterprise Edition Platform License (Direct)	1	ET	CXT
13	HAN-S-H8AA-MT	Infor Public Sector Suite - Asset Analysis - SaaS MT	25	NU	CXT
14	HAN-S-H8AAMB-MT	Infor Public Sector Suite - Advanced Assets Bundle - SaaS MT	25	NU	CXT
15	HAN-S-H8AMT-MT	Infor Public Sector Suite - Asset Management Tools - SaaS MT	25	NU	CXT

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

* If specified in the User Restriction field:

- “1.0TB” = **Terabyte** - Represents the number of Storage capacity in Terabytes
- “ACCT” = **Accounts** - Quantity represents the number of billable customers, residential or commercial, which are invoiced by the Component System.
- “DA” = **Data Center** - Quantity represents the maximum number of separate data centers having the Component System installed on machines located within it. Each separate data center requires a license. A Datacenter is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site.
- “ET” = **Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement
- “MSG” = **ION Messages in Millions** - Quantity represents the aggregate volume of Messages, expressed in millions, exchanged between Infor software applications and third-party applications, application programming interfaces (APIs), message queues, shared directories, databases or network components for a 12-month period. A Message is a discrete inbound or outbound exchange of data (e.g. a report, order, requisition or inquiry) processed by Infor ION and routed to/from an application, APIs, message queues, shared directories, databases or other network component.
- “NU” = **Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- “UTLM” = **Utilization - Metered** - Quantity represents the aggregate query or transfer volume, expressed in terabytes, for a 12-month period. Utilization is continuously metered and reported by Infor (a) in the case of query, based upon all queries against the applicable data source; and (b) in the case of transfer, for all transfers of data from the applicable data source. Utilization - Metered is subject to an annual reconciliation and true-up.

****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, as set out in Support Plan attached hereto as Exhibit II. 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 for Year 1 of Initial Subscription Term: \$96,687.50

Annual Subscription Fee for Year 2 of Initial Subscription Term: \$101,521.87

Annual Subscription Fee for Year 3 Initial Subscription Term: \$106,597.97

Initial Subscription Term: Order Form Date through 3 years from Order Form Date.

Annual Escalation Percentage Cap for Renewal Terms: As applicable to the first one (1) year Renewal Term, 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.

Fee for Initial Subscription Term:	\$304,807.34
Total Amount Due (before applicable taxes):	\$304,807.34

Unless otherwise specified all amounts are in United States Dollar

Currency: USD

III. Payment Terms:

Payment is due within 60 days of the date of invoice, but in no event will payment be due more than 90 days prior to the start of the Subscription Term for which it applies.

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, 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 Account ID:	372728
Infor GL ID:	US06A
Account Executive Name:	Michele King

Primary-Use Address:	Invoice Address:
City of Sherwood 22560 SW Pine Street Sherwood, OR 97140 USA	City of Sherwood 22560 SW Pine Street Sherwood, OR 97140 USA
Contact Name: Kathy McWilliams	Contact Name: Kathy McWilliams
Contact Title:	Contact Title:
Contact Phone: (503) 925-2314	Contact Phone: (503) 925-2314
Contact email: mcwilliamsk@sherwoodoregon.gov	Contact email: mcwilliamsk@sherwoodoregon.gov

IV. Additional Terms

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

In consideration for the pricing and terms under this order form, Infor may make reference to Licensee as a customer in press releases and written and verbal communications. Licensee agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

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 Birst Subscription Software:

a) Storage. Infor Birst Cloud Subscription Software includes 200 gigabytes of storage at no additional charge. This storage limitation is for the Licensee’s production environment only and applies regardless of whether it is subscribed for on a single Order Form or across multiple Order Forms. b) Service Level Objective. Infor’s service level objective for Infor Birst Cloud Subscription Software is 99.5% Availability measured on a quarterly basis and service level credits will be paid based on a quarterly prorated fee.

Licensee elects to terminate maintenance upon Order Form Date for its Infor-owned perpetually licensed Component Systems with the same product functionality as the Subscription Software licensed herein. Licensee will receive Transitional Support for such Component Systems until the earlier of: (i) the “go live” date at which time the licensed Subscription Software will be available for beneficial production use or (ii) eighteen (18) months after the Order Form Date, included as part of the Subscription Fee. “Transitional Support” is defined as phone support, incident logging and resolution, and issue correction commensurate with the level of support available for the version of the on-premises software currently installed by Licensee; however, Transitional Support excludes any upgrades, tax and regulatory updates, third-party products or enhancements to the on-premises licenses. Infor will issue a credit equal to the amount of unused, prepaid maintenance fees. The credit will be calculated from the end of the month of the Order Form Date and will either be applied to Licensee’s outstanding or future invoices, or remitted back to Licensee in the form of a refund, the specific method being Infor’s sole discretion.

For the avoidance of doubt this Order Form does not terminate any existing license right which Licensee has in the perpetually licensed Component Systems.

Exhibit 2 – Infor Cloud Essential Support Plan Summary is attached to and made a part of this Order Form.

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.** _____

for: **City of Sherwood** _____
(Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Job Title

Date

Job Title

Date

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.

Security & Privacy – Infor takes great care to protect non-public information provided to us by our 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 our 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. Our security management system is based on the following:

- **Security Policies:** We require that all 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 US, 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. Our 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 your 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, our 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:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your 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.

Exhibit II - Infor Cloud Essential Support Plan

A general explanation of the Infor Cloud Essential Support Plan is located at <http://www.infor.com/support/support-plan-features/>, and a general explanation of the Customer Success Plus Program is located at <https://www.infor.com/support/customer-success-plus/>. This exhibit provides a more comprehensive description of Infor Support regarding the Infor Cloud Essential Plan and the Customer Success Plus Program and supplements the applicable explanation set forth in the links above. These descriptions are subject to change at Infor's discretion; however, changes to these descriptions will not cause any material decrease in the Support provided to you during the annual Subscription Term for which you have paid the applicable subscription fees. These descriptions do not replace any rights or obligations set forth in the Agreement with Infor, but in the event of a conflict between the Agreement and this exhibit, this exhibit shall govern and control. Capitalized terms not defined herein shall have the meaning(s) set forth in the Agreement.

1. SUPPORT SERVICES

1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Licensee's time zone, excluding holidays observed by Infor which fall within the applicable coverage window. Support hours may vary based on the applicable Subscription Software, in which case applicable Support hours are noted in specific Knowledge Base articles on the Infor Support Portal, located at www.inforxtreme.com.

1.2 Electronic Support

Infor provides 24x7x365 online access to the Infor Support Portal which offers services such as online incident logging, tracking and management, Knowledge Base articles, latest Subscription Software release information, and Subscription Software Documentation.

1.3 Critical Incident Support*

For Licensees on the Infor Cloud Essential Support Plan, Severity 1 infrastructure outages of a production system and Severity 2 infrastructure outages of a non-production system, as defined in Section 2.2 below, will be supported 24 hours a day and 365 days a year including Infor holidays. Severity 1 - application related issues, as defined in Section 2.2 below, will be supported 24x5 until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered. 24x5 coverage begins at 12:00 AM Monday through 11:59 PM Friday local time in Licensee's time zone.

For Licensees on the Customer Success Plus Program, production outage/critical application halted/ production down (Severity 1) situations or Severity 2 infrastructure outage of a non-production system, as defined in Section 2.2 below, will be supported 24 hours a day and 365 days a year including holidays until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered

1.4 Critical Solution Notification

The Infor Support Portal enables each Designated Contact to develop a unique profile. "Designated Contact(s)" means a Licensee's contact(s) who has/have a thorough understanding of the applicable Subscription Software, along with relevant technical knowledge, required to assist in troubleshooting and the timely resolution of incidents. Each Designated Contact may also choose to sign up for Knowledge Base articles that may be of particular interest. When Infor develops a Knowledge Base article for a critical incident, the Designated Contact can receive notifications about its availability and how to access it.

2. Resolution of Support Incidents

2.1 Initiation of an Incident

The Designated Contact may contact the Infor Support team via telephone or may log an incident online via the Infor Support Portal to initiate a Support request, referred to as an "incident".

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged with the Infor Support Portal that is related to the Subscription Software or information requests about our Cloud Essential Support Plan or Customer Success Plus Program, and options.

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Subscription Software name, (c) severity level of the Support incident, (d) details of

the Support incident, including error messages and error reproduction steps if any, applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

2.2 Severity Levels

The Designated Contact and Infor will use reasonable business judgment to mutually identify the severity of the incident according to the following severity level descriptions:

Severity	Description	Definition
1	Production Outage / Critical Application halted	<p><u>Infrastructure (Outage)</u></p> <ul style="list-style-type: none"> • Production system is unavailable for all users • A complete loss of service in production system, or service is so severely impacted that you cannot reasonably continue operations <p><u>Application</u></p> <ul style="list-style-type: none"> • A defined critical business process failure has occurred, and business processes are halted and no acceptable workaround exists • Imminent system go-live cannot be completed
2	Major impact	<p><u>Infrastructure</u></p> <ul style="list-style-type: none"> • Non-Production system is unavailable to all users • Production system is unavailable for many users (departmentwide) <p><u>Application</u></p> <ul style="list-style-type: none"> • A defined critical business process is impaired, causing serious disruption to operations • Major business process in production system is halted and no acceptable workaround exists
3	High impact	<ul style="list-style-type: none"> • Non-Production system is unavailable to some users • Production system is unavailable for some users • Major business process is impaired, causing disruption to daily functions
4	Standard	<ul style="list-style-type: none"> • Questions regarding functionality of the software, a non-critical issue, or issues where an acceptable workaround exists

2.3 Response

Infor shall use commercially reasonable efforts to meet the Response Targets set forth below. Infor calculates a “Response Target” as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor’s first value-added communication.

Severity	Infor Essential Support Plan*	Customer Success Plus Program*
1	- Within 15 Minutes (Infrastructure) 24*7 - Within 1 Hour (Application) 24*5	- Within 15 Minutes (Infrastructure) 24*7 - Within 30 Minutes (Application) 24*7
2	- Within 2 Hours (Infrastructure) 24*7 - Within 2 Business Hours (Application)	- Within 1 Hour (Infrastructure) 24*7 - Within 1 Business Hour (Application)
3	Within 2 Business Hours	Within 1 Business Hour
4	Within 4 Business Hours	Within 2 Business Hours

Birst Only

Severity	Infor Premium Support Plan	Customer Success Plus Program
1	Within 2 Hours 24*7	Within 1 Hour 24*7
2	Within 4 Hours	Within 2 Hours
3	Within 1 Business Day	Within 8 Business Hours
4	Within 2 Business Days	Within 12 Business Hours

2.4 Resolution

A resolution can be, without limitation, an answer that resolves an incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the severity level of the incident. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within Infor and the Licensee. The nature of this process makes providing specific target resolution times difficult. As Infor progresses through the troubleshooting process in an effort to resolve the issue, Infor works to provide regular updates and strives to allow Licensee to continue doing business.

2.5 Escalation

Most Support incidents are best resolved through Infor’s standard operating procedures. If you believe that a particular Support incident requires a higher level of attention, please contact the regional Infor Support Center and request that a Support Manager become involved. Escalation or routing of Support incidents outside of standard procedures is reserved for issues that warrant a higher degree of attention, and such escalation is not appropriate for all Support incidents. If escalation is requested, Infor will notify the appropriate Support Manager. The Support Manager will act promptly to assess the situation, contact Licensee to discuss a resolution plan, identify required resources, and implement the agreed upon resolution plan.

**Provided for some products – please refer to your contract with Infor*

The Infor logo consists of the word "infor" in a white, lowercase, sans-serif font, centered within a solid red square.

Infor Consulting Time and Materials Services Work Order City of Sherwood, OR

**Infor Public Sector upgrade and
migration to V11.2 and MT Cloud**

Submitted by:

Larry Clevestine, Sr. Client Partner

Phone: 864-630-3487

Email: larry.clevestine@infor.com

January 24, 2020

Infor Statement of Confidentiality and Intent

The material contained in this Services Work Order represents proprietary and confidential information pertaining to Infor products and methods. By accepting this information, Licensee hereby agrees that the information in this Services Work Order shall not be disclosed outside of Licensee, and shall not be duplicated, used, or disclosed for any purpose other than to evaluate this Services Work Order.

The consulting services contained herein is separate from any Infor program licensing bid. In most cases, clients may acquire program licenses without acquiring Infor Consulting services and may acquire the program and consulting services referred to herein, once a bid is provided, separately at the fees stated in the respective proposal(s).

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Introduction

This Time and Materials Services Work Order ("Work Order or SOW") is subject to all terms and conditions of the Software Services Agreement (or if applicable the Professional Service Agreement) between Infor Public Sector, Inc. ("Infor") and City of Sherwood, OR ("Licensee") with an Effective Date of January 3, 2005 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order:	Date of final signature below
Work Order Number:	OP-01979719
Prepared By:	Larry Clevestine
Project Name:	Infor Public Sector Upgrade to v11.2 and Migration to MT Cloud

Project Overview

This Services Work Order provides the services to migrate IPS to the Multi Tenant (MT) Cloud. This will be a "like for like" migration, and no new functionality or new modules/applications are included in the scope of work. Additionally, Infor will provide training on Birst, Infor's native cloud business intelligence (BI) and business analytics platform. Infor will also replace the current AMI interface and build a new Cloud compatible one.

1.0 Project Scope

The scope of this engagement is based on information given to Infor by the Licensee.

Scope includes:

- Upgrade Infor Public Sector applications from 8.4 to latest version 11.x before migrating to Cloud
- Updates to the existing configuration to ensure cloud compatibility
- Includes the activities to prepare the environment and migrate to the Infor cloud
 - Includes the conversion of incompatible formulas, including those with SQL and file references
 - Changes to the application configuration and settings
- Migrate from on-premise version (currently 11.2.2001) to MT Cloud
- Provide Birst BI Enterprise Foundations training
- Replace the current AMI interface with a new cloud compatible one

Out of Scope

Installation of subscription software needed to support this project will be performed by Infor's Cloud Operations team. These installation activities are out of scope for work to be performed by Infor Consulting Services (ICS) on this project.

1.1 Licensed Software Included in the Project Scope

Licensee Software List and Description:

Infor Public Sector (IPS)

Modules to be migrated to MT Cloud:

- CIS Utility Billing
- CDR Bundle Suite
- Asset & Work Management
- Customer Service – Service Requests
- Inventory Control

License Software Scope Assumptions and Licensee Obligations

- Unless otherwise agreed to herein, Infor will install the production release version of the Licensed Software. This Work Order does not include performing any upgrades to the installed Licensed Software.
- Logging incidents with Infor Support, as well as the application of fixes or patches that are made available by Infor Support, are the responsibility of Licensee, and therefore the effort associated with these activities has not been included in Infor's estimates and scope of work.
- Unless otherwise noted, a single centralized environment/instance will be implemented for Licensee, using single common configuration and business processes.

1.2 Organizational and Geographic Scope

As provided herein, the parties anticipate that Services will be performed for the following Licensee locations and/or business units ("Geographic Scope"). All Project activities will be conducted either remotely or at Licensee sites located at

15527 SW Willamette St., Sherwood, OR 97140

Organizational and Geographic Scope Assumptions and Licensee Obligations

- Licensee will coordinate and support communication with all Licensee locations and/or Departments as necessary for a successful implementation.

1.3 Data Migration and Conversion Scope

“Data Migration and Conversion” means the efforts associated with the analysis, transformation/mapping, loading and reconciling of current or historical data from current V8.4 IPS System only into Infor systems (or prior Infor systems into current Infor systems), whether by manual or programmatic methods. The Data Migration and Conversion tasks identified below are within the Project scope.

- An upgraded, configured and updated environment will be migrated to the Infor Cloud
- No data conversion is included in this scope of work beyond that needed for the migration to the cloud environment

Data Migration Assumptions and Licensee Obligations

- Two local environments will be provided by the Licensee for the development and testing of the reconfigured application prior to migrating to the cloud
- Remote access will be provided to the Infor team to perform the updates and migration

1.4 Interface/Integration Scope

“Interfaces” means those objects that allow data to move either into or out of the installed applications, either in batch, real-time or near-real time. Interfaces are defined by the business processes they facilitate, the points during those processes where data is exchanged, the frequency in which data is exchanged, and the method by which the data is exchanged.

Interfaces in scope include only the following:

- Interface with current AMI system (1)
- Interface with current GIS

Interface Assumptions and Licensee Obligations

- Infor will use web or REST service calls as the basis for integration using IPS Service Profiles
- Upgraded AMI interface will have the same business functionality as the current SQL based integration, though technical implementation will differ
- Licensee will provide access to any environment, data, and systems to test the interface for all Licensee and third party systems to which the Infor applications will be interfaced with.
- There are no current interfaces that will be upgraded.
- Licensee will be responsible for updating the source system side of the interface, as required.
- Licensee is responsible for data validation efforts associated with interface testing, ensuring interfaced data, including any transformation, mapping or aggregating logic, is performing correctly.



1.5 Extensions and Modifications Scope

“Extensions and Modifications” refer to the modification of delivered Infor objects, or the creation of new objects to extend functionality.

Extensions and Modifications may include, but are not limited to the following:

- **NO EXTENSIONS IN SCOPE**

Extension and Modifications Assumptions and Licensee Obligations

- This Project is based on the implementation of commercial off the shelf software (COTS). Unless otherwise identified in this section, the scope of the Project will only implement standard, unmodified, functionality.

1.6 Reports Scope

This section covers Reports development related to the implementation. This development will include the following:

- Licensee is responsible for all Reports development
- Infor will be providing training on Infor Birst (BI) tool as noted in Section 1.7 Project Team Readiness & Training Scope

Reports Scope Assumptions and Licensee Obligations

- Any new reports to be built by Infor are not included in the Scope of work. If Licensee wishes for Infor to write specific reports, a Change Order will be issued for this effort.

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1.7 Project Team Readiness & Training Scope

“Project Team Readiness & Training Scope” means the efforts related to preparing Project team members with the skills and competencies required for their roles on the Project and to sustain the solution/system post go-live.

Infor will provide the following Private Education sessions for the Birst BI tool.

1. Birst Foundations – Administrator
 - 2 days
 - Instructor Led
 - Course description: This is the first two days of the Birst University Foundations training and covers the topics under the Birst Admin module.
2. Birst Foundations – Analyst
 - 2 days
 - Instructor Led
 - Course description: This is the second two days of the Birst University Foundations training and covers the topics under the Designer, Visualizer and Dashboard modules in Birst.

Training will be completed at the Licensee’s location. Attendees limited to up to 14 attendees in each class.

Project Team Training Assumptions and Licensee Obligations

- For Licensee on-site training, Licensee will provide training accommodations and facilities including a computer work station for every attendee, a computer workstation for the instructor, Infor training data loaded on a server and accessible by each workstation, printer access from each workstation, white board and flip-chart with markers, and a computer projector.
- For the avoidance of doubt:
 - All Learning Workshops and Private Labs are held on-premises at Licensee location.

1.8 End User Adoption & Training Scope

"End User Adoption & Training Scope" means the efforts related to designing, developing and delivering training to end-users or those impacted by changes from the Project. The End User Adoption and Training tasks, work products and events identified below are within the Project scope.

- Licensee will be responsible for all aspects of end-user training including planning, content development, delivery, and training environments.
- Infor will provide documentation and introduction to the use of Infor OS and user administration in Infor Ming.le

End User Training Assumptions and Licensee Obligations

- Infor will assist Licensee with training materials and scheduling of training within Scoped Hours for Birst Training
- Licensee is responsible for providing Business Area Subject Matter Experts to provide guidance/knowledge for the development of course material, and to participate in course material review cycles.
- Licensee is responsible for all Training Delivery logistics. This is to include, but not limited to, enrolling and scheduling of trainees and trainers, printing and shipping of course materials, and obtainment and preparation of training facilities.
- Training Help Desk support and post-implementation support (training course maintenance) are not included in the Infor training estimate.
- Basic PC training is not included in this estimate. Infor assumes all users will be PC literate prior to training delivery.
- Licensee will be responsible for providing and supporting a training environment to be used in the development of training materials and to deliver end-user training. During training delivery this environment will be used to support demonstrations and exercises. Licensee will be responsible for providing an environment that contains base data to support demonstrations and exercises. Security and administration of user IDs will be a Licensee responsibility for all relevant users (e.g., students, trainers, content publishers, systems administrators, etc.).

Training Assumptions and Licensee Obligations

- For Licensee site training, Licensee will provide training accommodations and facilities including a computer work station for every attendee, a computer workstation for the instructor, Infor training data loaded on a server and accessible by each workstation, printer access from each workstation, white board and flip-chart with markers, and a computer projector.

1.9 Additional Scope Parameters and Scope-Related Assumptions

- Exclusion of Organizational Change Management (OCM): OCM related activities, including but not limited to executive alignment, internal/external communications, job impact assessment, etc., is the responsibility of Licensee.
- Security: Licensee is responsible for ensuring that all security designs and the associated implementation meets regulatory and audit requirements.
- Security: Security requirements included in scope are limited to the standard capabilities of Infor Security.
- Infor will complete Installation of two environments of Infor Public Sector v11.x in the Infor Cloud.
 - One further environment is available as part of the subscription and can be copied from the other environments by the Infor Cloud Services team, requested through Infor Xtreme
- Licensee is responsible for all Testing after upgrades and migration into Cloud.

1.9.1 Technical Infrastructure Scope

Technical Infrastructure Scope refers to Project activities required to install the Licensed Software and establish an operational Infor system environment.

Technical Infrastructure Assumptions and Licensee Obligations

- Issues or problems related to third-party software / operating systems / database / network / hardware will be the responsibility of Licensee.
- Licensee will provide access to the required interfaces to Infor Ming.le
- Licensee will provide remote access to Infor employees to the local environments for the purpose of updating the current application and preparation for the Infor Cloud

1.9.2 Go-Live Scope

Go-Live support is the work required to complete the cutover, Go-Live and post Go-Live tasks for the period of time described below. "Go-Live" is defined as the first time Licensee uses the Licensed Software to process data in Licensee live production environment.

- Provide 96 hours of cut-over and Post Go-Live support at direction of Licensee.

Go-Live Support Assumptions and Licensee Obligations

- If Licensee is not ready to Go-Live upon completion of the Services described in this SWO, additional Services and training may be required ("Additional Work").
- The Infor Project Manager will work together with the Licensee Project Manager to develop a joint post Go-Live support resource plan.
- Licensee process owners and key users will provide first line support to Licensee end users.
- Infor consultants will support the Licensee process owners and key users with resolution of process questions and provide Infor application assistance where required subject to the Go-Live consulting hours above.

2.0 Project Approach

2.1 Implementation Approach – Infor Deployment Method

Infor Deployment Method will be used as the overall governing methodology for all Project related work for the Licensee Project activities associated with implementing the scope described herein. It shows the overall method and approach that will be followed.

Project Change Control Process: Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside Licensee's regular business hours. Any additional effort/costs as a result of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a Licensee initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained, within the original Project scope, the quoted rate will be established at Infor's then current rate for such services. Infor shall provide Licensee a written statement (a "Change Response") describing in detail:

- Any additional Services to be performed as a result of the Change Request.
- The estimated cost associated with such additional Services.
- Any other information relating to the Change Request that may reasonably be requested by Licensee.

Licensee shall respond promptly to any Infor-initiated Change Request. If Licensee approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be attached to this Work Order.

The Infor Project Manager and the Licensee Project Manager shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If Licensee rejects an Infor-initiated Change Request, or any Change Response, Infor and Licensee shall proceed to fulfill their obligations as originally agreed under this Work Order.

Project Governance Assumptions and Licensee Obligations

- Infor and Licensee will manage the Project jointly, including work planning, activity and resource planning and budgetary control. All Project Management tasks will be delegated appropriately between the Infor and Licensee Project Managers during planning.
- Licensee will assign a full-time Project Manager. The Licensee Project Manager will be responsible for ensuring the performance of the Licensee Project team and for coordinating Project activities with the Infor Project Manager.
- Licensee Project Manager will coordinate all communication with Licensee personnel and provide a central communication channel for the Project with the Infor Project Manager.

2.2 Testing

Within Infor "Deployment Method," testing encapsulates a key set of test phases and associated activities that spans across multiple Infor deployment phases. The Deployment Method also includes a clear understanding of objectives and Infor versus Licensee roles and responsibilities.

Licensee is responsible for testing and validation of the upgraded environment. This includes testing after the upgrade from on premise version 8.4 to 11.2 and then after the migration to the Infor Cloud. Infor will perform unit testing on updated components and configurations as required prior to releasing the application to the Licensee for testing. No test scrips or plans will be produced as part of this scope of work.

If Licensee requires assistance in Testing phases, a Change Order will be initiated for this effort.

3.0 Implementation Timeline and Strategy

Infor proposes an estimated Project schedule duration of approximately 15 weeks for all applications to be upgraded and migrated to the MT Cloud. A detailed Project Plan will be created by the Infor Project Manager with input and mutual agreement from the Licensee Project Manager and Core Team.

Resource Role	Task	Hours Estimated
ICS Project Manager	Project Management	132
COE Project Manager Offshore	Project Management	152
ICS Project Director	Project Oversight	24
ICS Solution Architect	Project Initiation	32
ICS Solution Architect	Project Oversight	16
ICS Consultant, Sr.	Post Go-live support	64
COE Sr Consultant Offshore	Post Go-live support	32
COE Sr Consultant Offshore	Interface Build	176
ICS Consultant, Sr.	Upgrade and Cloud Migration	192
COE Sr Consultant Offshore	Upgrade and Cloud Migration	352

4.0 General Project Assumptions and Licensee Obligations

- Any software licenses required for this project will need to be purchased separately by Licensee and are covered by a separate Software License Agreement. All Licensed Software is subject to the terms of the License Agreement and nothing herein shall serve to modify such terms or expand the scope of the license granted thereunder.
- Any additional requirement(s) not specified in this Work Order or identified during the course of the Project will be addressed using the Project Change Control Process.
- Licensee will provide office facilities to all Project team members assigned to the core Project team. This includes, but is not limited to, office space, work desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, and internet and remote VPN connection in order to facilitate the effectiveness of the Project team.
- For Services provided at Licensee location, Licensee will provide facilities for Infor personnel. This includes, but not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet and remote VPN connection.
- Licensee acknowledges that any delays or changes caused by Licensee, Licensee employees, equipment, contractors, or vendors may cause an increase in the fees required under this Work 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 Work Order a result of any of the foregoing events will be handled using the Project Change Control Process.
- Some tasks may be performed offsite by Infor and Licensee staff members. Infor and Licensee staff will have remote access to Licensee network and systems as necessary to perform such Project activities.
- Licensee will coordinate facilities and availability of Licensee resources for all required testing of the Licensed Software prior to deployment.
- It is assumed that, at the time of the implementation, Licensee will be active on Infor Xtreme Support with regards to the licenses being implemented.
- All Project activities will be conducted either remotely or at a Licensee location. Infor may conduct onsite quality assurance reviews over the course of the Project. Licensee will be invited to participate in the reviews if they are conducted. Infor will provide a verbal debrief to the Licensee at the conclusion of each review.
- After the Project initiation, Licensee and Infor will meet and finalize activities required to accomplish the objectives of this Project, develop a Project plan, timeline, and milestones by both parties. It is possible that as the result of this meeting the proposed Project scope may change. This scope change may result in additional responsibilities for each party. In that case, this Work Order will be modified with a change order, independent of whether or not there will be any funding changes.
- In the case when one of the resources on the Project is no longer available, Infor will make other resources available to the Project, however, they may be of a higher level and may require a change order reflecting the higher rate.

5.0 Services Fee Estimates

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.

Resource Model defined – The combination of consulting resources to be deployed based on skill set and availability to execute the Services contracted in the Work Order.

Services Fee Estimates			
Resource Role	Estimated Hours	Hourly Rate (US\$)	Estimated Fee (US\$)
Project Manager	132	\$250	\$33,000
COE Project Manager - Offshore	152	\$85	\$12,920
Project Director	24	\$275	\$6,600
Solution Architect	48	\$240	\$11,520
Consultant, Sr.	256	\$225	\$57,600
COE Consultant Sr. - Offshore	560	\$85	\$47,600
Services Total*	1,172		\$169,240
Education			
Private Education Class – Birst Foundations Administrator up to 14 attendees	2 days	\$3,000/day	\$6,000
Private Education Class – Birst Foundations Analyst up to 14 attendees	2 days	\$3,000/day	\$6,000
Education Total*	4 days		\$12,000
Total Project Services Estimate*			\$181,240

*All amounts are in US Dollars, and exclusive of any applicable taxes, unless otherwise specified.

Figures above are exclusive of any relevant sales taxes.

Staff and Mobilizing the Project Team

After mutual execution of the Work Order, it typically takes two (2) to four (4) weeks to schedule and mobilize applicable Infor resources for the Project. Actual time for this effort varies depending on the number and type of consultants required, and scheduling and mobilization usually includes, but is not limited to, the following activities: (a) developing an estimated project schedule; (b) further defining and confirming resource loads; (c) reviewing proposed Project staffing and estimated hours Licensee’s Project Sponsor; and (d) confirming and scheduling Project kick-off.



Infor recommends this estimated timeline be taken into consideration when scheduling the start date of the Project.

Time and Materials Services

Estimated time and costs listed in this Work 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 material basis. Infor will not bill for, or provide services hours in excess of what is listed in the table above without a mutually executed Change Order outlining specific and agreed upon changes in scope and/or budget. Licensee's approval of such Change Order would not be unreasonably withheld, conditioned or delayed. 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 on the invoice. 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% or the quoted rate apply for "After hours work" and weekend work. "After hours work" is defined as Services performed between 8:00 PM and 6:00 AM. "Weekend work" is defined as Services performed between 8:00PM on Friday and 6:00 AM on Monday. Holiday rates of 200% of the quoted rate apply to all holiday work. Any time period which the parties have agreed that Infor resources shall be "on call" (i.e. available to perform Services upon customer request) will be billed at one-half of the normal rate, provided that any service provided during such a time period shall be billed at the normal rate.

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

INFOR: Infor Public Sector, Inc.

LICENSEE: City of Sherwood, OR

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Signature Date: _____

Signature Date: _____

Invoices MUST be mailed to:

Delivery Address:

If different from above

Company Name*: _____

Company Name: _____

Contact Name: _____

Contact Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email Address: _____

Email Address: _____



***If billing entity is different from "Licensee", then, for the avoidance of doubt, Licensee agrees that it remains responsible for the payment of all fees agreed in this Work Order in the case of nonpayment by billing entity.**



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