



Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Infor Public Sector, Inc. ("Infor") and City Of Orlando ("Customer" or "Licensee") with an effective date of July 06, 2015 (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Customer" and "Licensee" shall have the same meaning and may be used interchangeably; "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

Additional Quantities of Previously Licensed Component Systems: Orlando: Production and Non-Production Use as Set Forth Herein

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	H8CDR	Infor Public Sector Suite - CDR Bundle	50	NU	XT
2	H8CM	Infor Public Sector Suite - Cashiering	20	NU	XT

	Total License Fee: \$220,000.00
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* If specified in the User/License Restriction field:

"**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.

** **Support Level:**

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program
 Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>. A description of the XTE - Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus/>

II. Support Services

Annual Support Fee: \$44,000.00

Annual Escalation Percentage Cap (effective after the Initial Term):

- 3% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater for renewal years 1 through 3

Initial Term of Support: Order Form Date through twelve (12) months from Order Form Date.

Fee for Initial Term of Support: \$44,000.00

Committed Term of Support: Order Form Date through 3 Years from Order Form Date

Total Amount Due (before applicable taxes): \$264,000.00

Payment Terms:

Payment is due within 30 days from the Order Form Date.

Currency: USD

Equipment (on which Component Systems will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			

Customer

Account ID: 37518

Infor GL ID: US06A

Account

Executive Name: Matthew Dey

Delivery Address:	Invoice Address:
City of Orlando 400 South Orange Ave, 5th Floor Orlando, FL 32801 USA	City of Orlando 400 South Orange Ave, 5th Floor Orlando, FL 32801 USA
Contact Name: Marsha Tim	Contact Name: Tisa Mitchell
Contact Phone: 407-246-3041	Contact Phone: 407-246-3041
Contact email: marsha.tim@cityoforlando.net	Contact email: tisa.mitchell@cityoforlando.net

III. Additional Terms

The parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems licensed herein, Delivery shall be FOB Shipping Point.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Active Disaster Recovery License:

The Component Systems herein licensed may be used on an Active Disaster Recovery server are subject to the following additional terms and conditions:

a) Licensee may install one copy of the Component System on a single, non-production server solely for disaster recovery (failover) purposes. At no time may the disaster recovery server be used in a production environment except

- (i) to provide temporary backup during planned or unplanned outages of the production server, or

- (ii) to permanently replace the production server. The disaster recovery server may only be used in a production environment if the production server is not then in use; and, if so used in a production environment, the disaster recovery server shall be subject to the same User Restrictions as would apply to the production server. Data on the production server may be replicated in real time or periodically to the disaster recovery server. Licensee agrees to promptly notify Infor once the disaster recovery server has been used in a production environment thirty (30) consecutive days;

b) in the case of tier-based, model-based or processor-based licenses, the disaster recovery server must be on the same type of hardware as the production server;

c) if Licensee maintains Support for the disaster recovery server, Licensee must subscribe to the same level of Support for the disaster recovery server as it does for the production server: provided, however, Critical Incident Support will be provided only for either the production server or the disaster recovery server when used in a production environment; and

d) this Active Disaster Recovery License is limited to the Component Systems and User Restrictions set forth on this Order Form.

e) this Active Disaster Recovery License will remain valid for so long as Licensee maintains a separate production license for the Component System. In the event the production license terminates, this Active Disaster Recovery License shall also terminate.

Development Server License:

The Component Systems herein licensed may be used on a Development server subject to the following additional terms and conditions:

a) Licensee may install one copy of the Component Systems on a single, non-production server solely for development purposes. At no time may the development server be used in a production environment. For the avoidance of doubt, this Development Server License does not include a license to the source code for the Component System.

b) Only users with a valid license for the production server may access the development server, and the combined number of users accessing the production server and the development server at any one time may not exceed the total number licensed. The same User Restrictions shall apply to the development server as apply to the production server.

c) If Licensee maintains Support for the production server, Licensee must subscribe to the same level of Support for the development server as it does for the production server.

d) This development server license is contingent upon Licensee maintaining a separate production license for the Component System. In the event the production license terminates, this Development Server License shall also terminate.

Test Server License:

The Component Systems herein licensed may be used on a Test Server subject to the following additional terms and conditions:

a) Licensee may install one copy of the Component Systems specified above on a single, non-production server solely for testing purposes. At no time may the test server be used in a production environment.

b) Only users with a valid license for the production server may access the Test Server, and the combined number of users accessing the production server and the Test Server at any one time may not exceed the total number licensed. The same User Restrictions shall apply to the Test Server as apply to the production server.

c) If Licensee maintains Support for the production server, Licensee must subscribe to the same level of Support for the Test Server as it does for the production server.

d) This Test Server license is contingent upon Licensee maintaining a separate production license for the Component System. In the event the production license terminates, this Test Server License shall also terminate.

Training Server License:

The Component Systems herein licensed may be used on a Training server subject to the following additional terms and conditions:

- a) Licensee may install one copy of the Component Systems specified above on a single, non-production server solely for Training purposes. At no time may the Training server be used in a production environment.
- b) Only users with a valid license for the production server may access the training server, and the combined number of users accessing the production server and the training server at any one time may not exceed the total number licensed. The same User Restrictions shall apply to the training server as apply to the production server.
- c) If Licensee maintains Support for the production server, Licensee must subscribe to the same level of Support for the Training server as it does for the production server.
- d) This Training Server License will remain valid for so long as Licensee maintains a separate production license for the Component Systems. In the event the production license terminates, this Training Server License shall also terminate.

Committed Support Terms

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

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

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

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

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

for: **Infor Public Sector, Inc.**

(Infor)

for: **City Of Orlando**

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Job Title

Job Title

Date

Date