

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 (US), Inc. ("Infor") and City of Fresno ("Licensee") with an effective date of November 9, 2017 (the "Licensee 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 the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

PROD: Fresno

	Part #	Component Systems	User Rest	User Restriction*	
	(if applicable)		Quantity	Type	Level**
1	EEN-DS7I-MOB	Infor EAM Enterprise Edition Mobile	50	DV	XTP
	8		Total	Total License Fee: \$50,000.00	

^{*}If specified in the User Restriction field:

"DV" = Device - Quantity represents the maximum number of individual workstation devices including but not limited to a shop floor computer, hand held scanner, mobile phone (i) on which the Component System is installed and/or (ii) which access the Server software for the purpose of passing the collected data from the device to a server database, regardless of whether the device is connected to the Server at any instant in time.

** Support Level:

Descriptions of the Support levels can be found at http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/. "XT" = Infor Essential (24x5) / "XTP" = Infor Premium (24x7) / "XTE" = Infor Elite (24x7) Plus

II. Support Services

Additional Annual Support Fee: \$ 11,000.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

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

 $Fee \ for \ Initial \ Term \ of \ Support:$

\$11,000.00

Payment Terms:

Payment is due within 15 days of Order Form Date.

Unless otherwise specified all amounts are in United States Dollar.

Currency: USD

Licensee Account

Equipment (on which Component Systems will be installed):

ID: 93344

Computer Platform: Model:

Operating System: DBMS:

Serial Number:

Infor GL ID: US0AB

Account Executive

Name: Michele Mcdowell

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

Delivery Address:	Invoice Address:		
City of Fresno	City of Fresno		
Wastewater Management Div.	Wastewater Management Div.		
5607 W Jensen Ave.	5607 W Jensen Ave.		
Fresno, CA 93706	Fresno, CA 93706		
USA	USA		
Contact Name: John Souza	Contact Name: John Souza		
Contact Title:	Contact Title:		
Contact Phone: 1-559-621-5240	Contact Phone: 1-559-621-5240		
Contact email: John.souza@fresno.gov	Contact email: John.souza@fresno.gov		

III. Additional Terms

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

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

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 $http://maps.google.com/help/legalnotices_maps.html; and (iii) the Google Service's Acceptable Use Policy at: \\https://www.google.com/work/earthmaps/legal/universal_aup.html.$

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Ef	fective date of this Order Form: (the "Order I	Form Date"), to be completed by Infor upon countersignature.
TI	HE PARTIES have executed this Order Form through t	he signature	es of their respective authorized representatives.
or:	Infor (US), Inc.	for:	City of Fresno (Licensee)
			(Electises)
	Signature	,	Signature
	Typed or Printed Name	;	Typed or Printed Name
	Title Date		Title Date

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