



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 \_\_\_\_\_ (the "License 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.

I. Component Systems: PROD: Fresno 2

Table with 6 columns: Part # (if applicable), Component Systems, User Restriction\* (Quantity, Type), and Support Level\*\*. It lists 7 items including COG-DS7I-REPAU, COG-DS7I-REPCS, EEN-DS7I-BAR, EEN-DS7I-LGMN, EEN-DS7I-MOB, EEN-DS7I-ORC, and EEN-DS7I-REQ. Total License Fee: \$127,272.50

\* If specified in the User Restriction field:

"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.

"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.

"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:

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: \$ 27,999.95**

**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: \$ 27,999.95**

**Total Amount Due (before applicable taxes): \$ 155,272.45**

**Payment Terms:**

Payment is due within 45 days of the date of invoice.

Unless otherwise specified all amounts are in United States Dollar.

**Currency:** USD

**Equipment (on which Component Systems will be installed):**

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

**Licensee Account**

**ID:** 93344

**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):

<b>Delivery Address:</b>	<b>Invoice Address:</b>
City of Fresno 5607 W Jensen Ave Fresno, CA 93706 USA	City of Fresno 5607 W Jensen Ave Fresno, CA 93706 USA
Contact Name: John Turnipseed	Contact Name: John Turnipseed
Contact Title: Project Manager	Contact Title: Project Manager
Contact Phone: 559-621-5295	Contact Phone: 559-621-5295
Contact email: john.turnipseed@fresno.gov	Contact email: john.turnipseed@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.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(I) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government

entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

Infor understands that Licensee is a governmental entity and that full funding after the Initial Term of Support is not available at this time. It is contemplated that further allocation of funds will be made available by Licensee when funding becomes available. In the event Licensee determines that sufficient funds are not available then Licensee will notify Infor of this occurrence and may cancel any renewal term of Support by giving two weeks notice to Infor. Such cancellation shall be without penalty or expense to Licensee.

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The Mobile Software Supplement attached hereto and incorporated herein (the "Mobile Supplement"), sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Supplement as it relates to the Mobile Software. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Supplement, the provisions of the Mobile Supplement shall govern and control.

Final Agreement. Upon the execution of this Order Form, the Software License Agreement and the Software Support Agreement, all prior agreements and understandings relating to any version of the Component System(s) between Licensee and Infor or its predecessors or its partners (the Prior Agreements") are superseded in their entirety and shall be of no further force or effect except that the provisions which by their sense and context are intended to survive termination shall so survive including, but not limited to, any payment obligations which arise under the Prior Agreements and obligations of confidentiality. Licensee's use of the Component System(s) licensed under the Prior Agreements shall henceforth be governed by the terms and conditions of the Software License Agreement and Support for such Component System(s) shall be provided by Infor pursuant to the terms and conditions of the Software Support 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.



CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
[Name],  
[Title]

APPROVED AS TO FORM:

City Attorney's Office

By: *[Signature]* 10/9/17  
Amanda Freeman Date  
Deputy City Attorney

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy

Addresses:

CITY:  
City of Fresno  
John Turnipseed, Project Manager  
Wastewater Management Division  
5607 W. Jensen Avenue  
Fresno, CA 93706

Infor (US), Inc.,  
A Delaware corporation

By: *[Signature]*  
Name: Gregory M. Giangiordano  
Title: President, SVP & General Counsel  
(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By: *[Signature]*  
Name: Bradford E. Steiner

Title: Secretary, VP & Deputy General Counsel  
(if corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

INFOR:  
Infor (US), Inc.  
Attention: Lindsay Pritchard,  
Associate General Counsel  
380 St. Peter Street  
St. Paul, MN 55102  
Phone: 651-767-7000  
FAX: 651-767-4927

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"Google Play" means the electronic store branded, owned and/or controlled by Google.

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