



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 "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);

I. Component Systems

(PROD): Fresno

Table with 5 columns: Part # (if applicable), Component Systems, User Restriction* (Quantity, Type), and Support Level**. It lists three items: COG-DS7I-REPCS, EEN-DS7I-MOB, and EEN-DS7I-ORC, with a total license fee of \$85,000.00.

*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.

"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: \$18,700.00

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 : \$18,700.00

Total Amount Due (before applicable taxes): \$103,700.00

Payment Terms:

Payment is due within 15 days of Order Form Date.

Unless otherwise specified all amounts are in United States Dollar.

Currency: USD

Equipment (on which Component Systems will be installed):

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

Licensee Account

ID: 100061805

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 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.

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

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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 (US), Inc.** _____

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

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Date

Title

Date

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