

TXT

Contract Information

Contract & Solicitation Title: Maintenance and support of Workforce Time and Attendance software and all associated platform interfaces with critical Police applications

Contract Summary: Provide maintenance and support of Workforce Time and Attendance software and all associated platform interfaces with critical Police applications.

Contract Number: 422573 Solicitation Number: N/A Requisition Number: N/A

Type of Contract/PO: Multi-Year Contract Requires Council Legislation: No

Estimated Start Date: 07/01/2018 Estimated Expiration Date: 06/30/2021 Contract Term: 36 months

Estimated Contract Life Value: \$385,500.33 Fund: 10101 BU: 31160110

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Matt Dillinger BAO Staff: Bryan Gleason

Department(s) Served: Police IT (MNPD)

Contractor Information

Contracting Firm: Infor (US), Inc.

Address: 13560 Morris Road

City: Alpharetta State: GA Zip: 30004

Contractor is (Enter Applicable %): SBE SDV MBE WBE

Company Contact: Kelly Bergfalk Email Address: kelly.bergfalk@infor.com

Phone #: 864-757-9352 E1#: 942021

Contract Signatory: Brad Steiner Email Address: brad.steiner@infor.com

Subcontractor Information

Small Business and Service Disabled

Veteran Business Program: N/A Amount: N/A

Percent, if applicable: N/A

Procurement Nondiscrimination Program: Program Not Applicable Amount: N/A

Percent: N/A

Federal Disadvantaged Business Enterprise: No Amount: N/A

Percent: N/A

* Amounts and/or percentages are not exclusive

Summary of Offers

Summary of Offers	Score (RFQ Only)	Evaluated Cost	Result
Infor (US), Inc.	N/A	N/A	Approved Sole Source Form
			No Other Offers
			No Other Offers

Contract Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County ("METRO")** and **Infor (US), Inc. ("CONTRACTOR")** located at **13560 Morris Road, Suite 4100, Alpharetta, GA 30004**. This Contract consists of the following documents (the "Contract"):

- *Any properly executed contract amendment (explicitly stating that such amendment takes precedence),*
 - *Exhibit A Pricing*
 - *Exhibit B Five Year Support Commitment Addendum*
 - *Exhibit C Software License Agreement*
 - *Exhibit D Software Services Agreement*
 - *Exhibit E Software Support Agreement*
 - *Exhibit F Escrow Addendum*
- *The Approved Sole Source Justification Form and supporting documentation (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide software maintenance in accordance with the requirements defined by or referred to by Exhibit A: Five-Year Software Support Commitment Addendum and Exhibit E: Software Support Agreement. These Exhibits and the terms therein are incorporated into this Contract as if fully set forth herein.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end thirty-six (36) months from the date of filing with the Metropolitan Clerk's Office. This Contract may be extended by Contract Amendment with the option to renew on a year by year basis for a maximum of two additional years, at the mutually agreed pricing. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$385,500.33. The pricing details are included in Exhibit B and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced within thirty (30) days of invoice by Infor.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice.

CONTRACTOR agrees to not bill or provide service hours in excess of what is listed in applicable work order(s)/order form(s), without a mutually executed amendment. No modification to the Contract or any work orders/order form shall be valid, unless contained in a writing signed by both parties.

4.3. Payment Methodology

METRO will compensate CONTRACTOR in accordance with Exhibit B: Five-Year Support Commitment Addendum of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

5. TERMINATION

5.1. Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any material term of this Contract, the non-breaching party shall identify the breach and the breaching party shall cure the performance within thirty (30) days. If the breaching party fails to satisfactorily provide cure, the non-breaching party shall have the right to immediately terminate this Contract. Such termination shall not relieve any liability for damages sustained by virtue of any breach.

5.2. Lack of Funding

The obligation of the METRO to pay compensation due Contractor under the Contractor or any other payment obligations is subject to METRO's governmental appropriation approval to satisfy payment of such obligations. If such an appropriation is not made, the Contract shall terminate effective on the last day of the period for which payment was received, and Contractor will have no obligation to further provide services to METRO. METRO will be responsible for payment of all fees through the termination date of this Contract. During the term of this Contract, METRO will exert all reasonable, good faith efforts, and do all things lawfully necessary and proper to obtain sufficient funding from which payments hereunder may be made. In the event, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any period listed in this Contract, then METRO will immediately notify Contractor of such occurrence, and

Contractor may notify METRO that this Contract will expire effective on the last day of the period for which payment was received.

5.3. Notice

Notice by METRO. METRO may terminate the Services Agreement attached as Exhibit D at any time upon thirty (30) days written notice to CONTRACTOR and in such event CONTRACTOR shall be paid for all services provided prior to the effective date of such termination.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.**

6.3. Covenant of Nondiscrimination

It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, CONTRACTOR certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in the treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS.

6.4. Americans with Disabilities Act (ADA)

To the extent applicable, CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. To the extent applicable, CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. To the extent applicable, information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Products Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is producing the goods purchased by METRO)

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Technological Errors and Omissions Insurance, Including Cyber Liability

In the amount of two million (\$2,000,000.00) dollars (for software and hardware manufacturers & website designers)

7.7. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a

provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.8. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

In the event of a claim, lawsuit or dispute, provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2 Warranty

8.2.1. Limited Software Warranty:

(a) Limited Software Warranty by Contractor and Remedy for Breach. Contractor warrants that each Component System licensed to METRO will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Contractor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Contractor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Contractor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of the Exhibit C; Software License Agreement, METRO may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 8.2.1 are exclusive and in lieu of all other remedies, and represent Contractor's sole obligations, for a breach of the foregoing warranties. METRO must provide notice to Contractor of any warranty claim within the warranty period

(b) Disclaimer of Warranty. The limited warranties in this Section are made to METRO exclusively and are in lieu of all other warranties. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET METRO'S REQUIREMENTS.

(c) Abrogation of Limited Warranty. Contractor will have no obligation under this Section to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) METRO's failure to promptly implement changes that Contractor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. 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 above, Contractor's obligations hereunder will be further limited accordingly. This limited warranty shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which METRO is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS EXHIBIT C; SOFTWARE LICENSE AGREEMENT WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER METRO HAS ACCEPTED ANY COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT

(e) HIGH RISK ACTIVITIES. THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE 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 COMPONENT SYSTEMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, CONTRACTOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. METRO AGREES THAT CONTRACTOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.

8.2.2 Limited Services Warranty:

(a) Limited Services Warranty and Remedy for Breach. Contractor warrants to METRO that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Contractor will render all Services under such Work Order with reasonable care and skill. If METRO notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Contractor is unable to provide METRO with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of Exhibit D: Software Services Agreement, METRO may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Contractor's sole obligations for breach of this limited warranty are contained in this Section.

(b) Disclaimer of Warranty. The limited warranty in Section 8.2.2(a) is made to METRO exclusively and is in lieu of all other warranties. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET METRO'S REQUIREMENTS.

(c) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 OF EXHIBIT D: SOFTWARE SERVICES AGREEMENT WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER METRO HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.

8.2.3 Support Disclaimer of Warranties

(a) Disclaimer of Warranties. METRO acknowledges and agrees that CONTRACTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY METRO IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.

8.3. Software License

For any software licensed under this Agreement, Contractor's license grant to METRO is set forth in Exhibits C: Software License Agreement.

8.4. Confidentiality

Subject to the provisions of the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et seq., except as otherwise permitted under this Agreement, the Recipient will not 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. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services 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. However, METRO's obligations to maintain both the Licensed Software and any software provided with the Licensed Software, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser. If a disclosure is proposed subject to Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et seq, then METRO must give CONTRACTOR prompt notice thereof and the opportunity to oppose such disclosure to the full extent permitted by law.

8.5. Information Ownership

All METRO information that is provided by METRO to Contractor is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to such METRO information provided by METRO to Contractor under this Contract. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Notwithstanding anything to the contrary, Contractor owns any and all Work Product, as defined in Exhibit D: Software Services Agreement, exclusively and in perpetuity. Subject to laws of the State of Tennessee, Contractor reserves the right to withhold information to the full extent permitted by law. Notwithstanding the foregoing, Contractor reserves the right to withhold any intellectual property protected by federal law.

8.6. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Contractor reserves the right to withhold information to the extent permitted by Tennessee law.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors. Subject to laws of the State of Tennessee, Contractor reserves the right to withhold information to the full extent permitted by Tennessee and federal law. Notwithstanding the foregoing, Contractor reserves the right to withhold any intellectual property protected by federal law.

8.7. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

Additionally, Licensee (including any third party auditor retained by Licensee) may audit the records of Infor to ensure compliance with the terms of this Agreement and each applicable order form. Licensee will notify Infor in writing at least forty-five (45) days prior to any such audit. Any such audit will be conducted during Infor's regular business hours and will not unreasonably interfere with Infor's business activities. Licensee may audit Infor no more than once in any twelve (12) month period.

8.8. METRO Property

Any METRO property including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract.

CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

Notwithstanding anything to the contrary, Contractor owns any and all Work Product, as defined in Exhibit C: Software Services Agreement, exclusively and in perpetuity.

8.9. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.10. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.11. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.12. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

To extent required by laws of the state of Tennessee, CONTRACTOR shall not knowingly employ any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.13. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state, and local laws and regulations.

8.14. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.15. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.16. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.17. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any third-party claims, damages, costs, and attorney fees for death, bodily injuries, or damages to real and tangible personal property arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.18. Assignment--Consent Required

Except for the rights of money due to CONTRACTOR under this Contract Neither party may assign its rights to the Contract, in whole or in part, without prior written approval of the other party. Such written approval will not be unreasonably withheld. Notwithstanding the foregoing, Contractor may, upon prompt written notice to METRO but without METRO's consent, assign all of Contractor's rights and obligations under this Contract in connection with a merger, reorganization, sale or transfer of substantially all of the capital stock or assets of Contractor or its applicable operating division. The parties shall provide notice of any assignment of this Contract. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.19. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.20. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.21. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.22. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee or the federal court encompassing Davidson County, Tennessee.

8.23. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 422573

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Infor (US), Inc.
Attention: General Counsel
Address: 40 General Warren Blvd, Suite 110, Malvern, PA 19355
Telephone: 267-691-3065
Fax: 678-319-8949
E-mail: X

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: CT Corporation Systems
Attention: Statutory Agent
Address: 300 Montvue Road, Knoxville, Tennessee 37919

[SPACE INTENTIONALLY LEFT BLANK]

Contract Number 422573

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Steve Anderson SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane MD
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lopez O'dneal AN DE
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Macy [Signature] BC
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR

Infor (US), Inc.
Company Name

Brad Steiner
Signature of Company's Contracting Officer

Brad Steiner
Officer's Name

VP and Deputy General Counsel
Officer's Title

Exhibit A Pricing

Metropolitan Government of Nashville													
SKU	Description	Users	Lic	Year 1 7/1/18 - 6/30/19	Year 2 7/1/19 - 6/30/20	Year 3 7/1/20 - 6/30/21	Option Year 4 7/1/21 - 6/30/22	Option Year 5 7/1/22 - 6/30/23	Year 1 7/1/18 - 6/30/19	Year 2 7/1/19 - 6/30/20	Year 3 7/1/20 - 6/30/21	Option Year 4 7/1/21 - 6/30/22	Option Year 5 7/1/22 - 6/30/23
WFM-TA-BALACC	Workforce Time & Attendance - Balances and Accruals	1940	EM	\$ 244.63	\$ 254.41	\$ 264.59	\$ 275.17	\$ 286.18	\$ 244.63	\$ 254.41	\$ 264.59	\$ 275.17	\$ 286.18
WFM-TA-TIMEATT	Workforce Time & Attendance - Time & Attendance	1940	EM	\$ 2,315.89	\$ 2,408.53	\$ 2,504.87	\$ 2,605.06	\$ 2,709.27	\$ 2,315.89	\$ 2,408.53	\$ 2,504.87	\$ 2,605.06	\$ 2,709.27
WFM-WA-ATMGT	Workforce Absence - Attendance Management	1940	EM	\$ 391.46	\$ 407.11	\$ 423.40	\$ 440.33	\$ 457.95	\$ 391.46	\$ 407.11	\$ 423.40	\$ 440.33	\$ 457.95
WFM-WP-EMPTRMGR	Workforce Platform - Employee Transaction Manager	1940	EM	\$ 47,616.04	\$ 49,520.68	\$ 51,501.50	\$ 53,561.56	\$ 55,704.03	\$ 47,616.04	\$ 49,520.68	\$ 51,501.50	\$ 53,561.56	\$ 55,704.03
WFM-WP-FORMBUILD	Workforce Platform - Form Builder/Workflow Editor	1940	EM	\$ 244.63	\$ 254.41	\$ 264.59	\$ 275.17	\$ 286.18	\$ 244.63	\$ 254.41	\$ 264.59	\$ 275.17	\$ 286.18
WFM-WP-I-API-EMAIL	Workforce Platform - Interface APIs Email (Outlook, Notes, or SMTP)	1	ET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WFM-WP-I-API-HR	Workforce Platform - Interface APIs HR Platform Interface	1	ET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WFM-WP-I-API-IMEX	Workforce Platform - Interface APIs Standard Import/Export	1	ET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WFM-WP-I-API-PAY	Workforce Platform - Interface APIs Payroll	1	ET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WFM-WP-WKMAIL	Workforce Platform - Workmail for Corporate Messaging	1940	EM	\$ 244.63	\$ 254.41	\$ 264.59	\$ 275.17	\$ 286.18	\$ 244.63	\$ 254.41	\$ 264.59	\$ 275.17	\$ 286.18
TOTALS				\$ 51,057.28	\$ 53,099.55	\$ 55,223.54	\$ 57,432.46	\$ 59,729.79	\$ 51,057.28	\$ 53,099.55	\$ 55,223.54	\$ 57,432.46	\$ 59,729.79
SKU	Description	Users	Lic	Year 1 7/1/18 - 6/30/19	Year 2 7/1/19 - 6/30/20	Year 3 7/1/20 - 6/30/21	Option Year 4 7/1/21 - 6/30/22	Option Year 5 7/1/22 - 6/30/23	Year 1 7/1/18 - 6/30/19	Year 2 7/1/19 - 6/30/20	Year 3 7/1/20 - 6/30/21	Option Year 4 7/1/21 - 6/30/22	Option Year 5 7/1/22 - 6/30/23
PSO-WFM-CUSCODE	PSO WFM Custom Code	1	EA	\$ 29,870.00	\$ 30,766.10	\$ 31,689.08	\$ 32,639.76	\$ 33,618.95	\$ 29,870.00	\$ 30,766.10	\$ 31,689.08	\$ 32,639.76	\$ 33,618.95



EXHIBIT B: MULTIYEAR SUPPORT COMMITMENT ADDENDUM

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Software Support Agreement between Infor (US), Inc. ("Infor") and the Metropolitan Government of Nashville and Davidson County ("Licensee") with an effective date of _____, 2018 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to 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 Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum 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 an 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 an Agreement as Schedule, Supplement or Supplemental Schedule); "Annual Escalation Percentage Cap" means the maximum percentage increase in an 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".

Effective date of the Addendum: _____, 2018

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary

SKU	Component System	License Restriction Quantity	Type	Support Level*
<i>The Component Systems for which the Licensee is purchasing support are listed in Attachment A.</i>				

*Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. At all times Support shall be provided according to Infor's then current Support policies and procedures. Descriptions of the Support levels can be found at <http://www.infor.com/support/support-plan-features/>
 If Applicable: "XTP" = Infor Xtreme Premium (24 x 7) and "XTE" = Infor Xtreme Elite (24 x 7) Plus.

II. Support Services

Total Support Fee: \$276,542.62

Annual Escalation Percentage Cap: For this Support Term and the two Optional Years, the Annual Escalation Percentage increase of 4% is included in the annual payment amounts set forth below. Following this Support Term and two Optional Years, the Annual Escalation Percentage cap shall be 6% for the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is greater.

Support Term: July 1, 2018 ("Start date") to June 30, 2021.

Support Commitment:

The Support Term specified herein is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Support Term. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice,

Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

On the last day of the Support Term, Support will automatically renew for successive twelve-month periods (the "Renewal Period") unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

Custom Code Support fees: \$158,583.89

Total Amount Due (before applicable taxes): \$435,126.51
Currency: USD

Payment Schedule for Support Services on Component Systems listed in Exhibit A:

Year 1: \$51,057.28 (plus applicable taxes) is due no later than 6/30/2018

Year 2: \$53,099.55 (plus applicable taxes) is due no later than 6/30/2019

Year 3: \$55,223.54 (plus applicable taxes) is due no later than 6/30/2020

Optional Year 4: \$57,432.46 (plus applicable taxes) is due no later than 6/30/2021

Optional Year 5: \$59,729.29 (plus applicable taxes) is due no later than 6/30/2022

Payment Schedule for Custom Code Support described in Attachments B & C to Exhibit B:

Year 1: \$29,870.00 (plus applicable taxes) is due no later than 6/30/2018

Year 2: \$30,766.10 (plus applicable taxes) is due no later than 6/30/2019

Year 3: \$31,689.08 (plus applicable taxes) is due no later than 6/30/2020

Optional Year 4: \$32,639.76 (plus applicable taxes) is due no later than 6/30/2021

Optional Year 5: \$33,618.95 (plus applicable taxes) is due no later than 6/30/22

Invoice Address: 200 James Robertson Pkwy
Nashville, TN 37201
Contact name: John Eslick
Contact Title: ARMS Program Manager

Contact Tel: 615-862-7110
Contact Email: john.eslick@nashville.gov
Account ID: 374664

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

Infor (US), Inc.

The Metropolitan Government of Nashville and Davidson County

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

Attachment A to Exhibit B: Component Systems for which the Licensee is purchasing Support

	SKU	Component System	License Restriction		Support Level*
			Qty	Type	
1	WFM-TA-BALACC	Workforce Time & Attendance - Balances and Accruals	1940	EM	XT
2	WFM-TA-TIMEATT	Workforce Time & Attendance - Time & Attendance	1940	EM	XT
3	WFM-WA-ATMGT	Workforce Absence - Attendance Management	1940	EM	XT
4	WFM-WP-EMPTRMGR	Workforce Platform - Employee Transaction Manager	1940	EM	XT
5	WFM-WP-FORMBUILD	Workforce Platform - Form Builder/Workflow Editor	1940	EM	XT
6	WFM-WP-I-API-EMAIL	Workforce Platform - Interface APIs Email (Outlook, Notes, or SMTP)	1	ET	XT
7	WFM-WP-I-API-HR	Workforce Platform - Interface APIs HR Platform Interface	1	ET	XT
8	WFM-WP-I-API-IMEX	Workforce Platform - Interface APIs Standard Import/Export	1	ET	XT
9	WFM-WP-I-API-PAY	Workforce Platform - Interface APIs Payroll	1	ET	XT
10	WFM-WP-WKMAIL	Workforce Platform - Workmail for Corporate Messaging	1940	EM	XT

Licensee Initials: _____

Attachment B to Exhibit B:
Custom Code Support Service
Services Work Order

DEFINITIONS.

(a) "**Customization of Custom Code**" means any programmatic extension to the Core application code or libraries to Support the Licensee business requirement. A detailed list of Customizations currently covered by this Work Order is attached hereto as Attachment C. Any change to this Attachment C must be mutually agreed to by the parties in writing.

(b) "**Customization Specification**" means the detailed agreed to description relating to the features, functions and operation of a Customization set forth in the documentation referenced in Attachment C for each applicable Customization.

(c) "**Customization Defect or Break/Fix**" means a material deviation between a Customization and its Customization Specification identified herein, for which deviation, Licensee has given Infor enough information to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under Infor's control.

(d) "**Equipment**" means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) on which Infor generally supports use of the Customization.

CUSTOM CODE SUPPORT SERVICES.

(a) **Types of Services.** Subject to the Licensee paying the applicable fee for Custom Code Support hereunder for the particular Customization set forth in Attachment C, Infor shall (a) provide the Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, and (b) use reasonable efforts to correct or circumvent Customization Defects (the foregoing referred to collectively as "Custom Code Support"). Initial incidents should be created by the Licensee via the InforXtreme online support web site. Subsequent incident follow ups made by the Licensee may be made

(b) **Restrictions.** Infor shall have no obligation to provide Custom Code Support if the Licensee fails to pay the applicable fees hereunder or is otherwise in breach of the Services Agreement. Infor shall have no obligation to provide Custom Code Support for any Custom Code on any hardware or systems software configuration other than the Equipment, or if the Custom Code has been modified other than in accordance with this Work Order. In addition, the Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Custom Code Support provided hereunder does not include related services, if any, required by the Licensee, including, without limitation, installation or implementation of the Custom Code or any updates, enhancements or modifications thereto. Custom Code Support hereunder does not include Support set forth in the Software Support Agreement between the parties effective _____ ("Support Agreement").

(c) **Fixpack and Hotfix Break/Fix Support and Validation.** In the event the Licensee obtains a Fixpack or Hotfix pursuant to the Support set forth in the Support Agreement, Infor will provide Break/Fix support of all of the Customizations set forth in Attachment C and validate compliance with the applicable Customization Specifications pursuant to this Work Order provided the Licensee (i) provides Infor with a minimum of forty-five (45) days advance written notice prior to obtaining such Fixpack or Hotfix; (ii) the Licensee provides access to the Licensee's test environment at least forty-five (45) days prior to the mutually agreed upon production update date; and (iii) the Licensee maintains the content of the test environment. All Customizations set forth in Attachment C of this Work Order must be validated at the same time. In the event the Licensee does not abide by the foregoing, Infor will issue an amendment to this Work Order, as applicable, setting forth a description of any additional services and/or charges required as a result of Licensee's failure to comply. If the parties fail to mutually agree to the aforementioned amendment, Infor may terminate this Work Order immediately with no liability. The Custom Code Support Services set forth in this Work Order do not include Break/Fix support of all of the Customizations set forth in Exhibit A or validation of compliance with the applicable Customization Specifications related to a major software product release obtained pursuant to Support set forth in the Support Agreement. Such services may be contracted for by the Licensee from Infor on a time and material basis pursuant to a separate mutually agreed to work order. For purposes of this section, a "Fixpack" is a release of software signified by a change in the fourth decimal of the software version number (e.g., Version x.y.z.1, Version x.y.z.2, etc.). Fixpacks are intended to provide a resolution for one or more specific incidents and generally do not include new features. For purposes of this section, a "Hotfix provides a customer with resolution to one or more specific high priority incident(s). Hotfixes are delivered by Infor engineering on an as-needed basis, apply to a specific version of the product, and do not cause a change in the software version number.

(d) **Environment Access.** Licensee shall provide prompt access to the Licensee's test environment which must be refreshed with production data upon request from Infor. This test environment will be used to reproduce production issues.

Custom Code Support Fee Estimates	
	Estimated Fee (US\$)
Custom Code Support (Per Annum)	\$29,000.00
Total	\$29,000.00

PAYMENT AND TAXES.

(a) Custom Code Support Fees. For annual Custom Code Support of the Custom Code specified herein, the Licensee will pay Infor the Custom Code Support Fee specified above, which will be subject to successive increases on an annual basis (starting with the first 12-month renewal period) not to exceed three percent (3%) of the Custom Code Support Fee paid to Infor for the previous 12-month term of the then-current Consumer Price index, whichever is greater. If the initial Term is Less than 12 months, the fee for the Initial Term of Custom Code Support will be prorated accordingly. Payment of the applicable fee for any 12-month annual renewal period of Custom Code Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable. The Custom Code Support Fees may be adjusted based on actual work performed and may be prorated to synchronize with the Licensee's current maintenance billing cycle.

(b) Additional Costs. Travel and living expenses are not included in the fees stated herein. Such travel and living expenses are in addition to such fees. The Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing the Licensee with Custom Code Support, with reimbursement to be an as-incurred basis. The Licensee will also reimburse Infor for charges incurred in connection with accessing Equipment, if any. Any such travel, living expenses, or charges incurred in connection with accessing Equipment must be approved in advance (such approval not to be unreasonably withheld, conditioned or delayed) in writing (email to suffice) by Licensee and must comply with the Licensee's Comprehensive Travel Policy (January 2016) (provided by Licensee to Infor on 11/9/17) unless otherwise agreed by the parties.

(c) Taxes. To the extent that Licensee provides Infor with a valid tax exempt certificate, licensee shall not be charged for any such taxes for which Licensee is exempt,

(d) Invoices and Late Charges. The Licensee will pay each Infor invoice in accordance with the Multi-Year Support Commitment Addendum above.

WORK ORDER TERM

This Work Order shall commence on February 5, 2018 and shall automatically renew for successive one-year periods (each a "Renewal Term"), ending July 31, 2022. Infor shall have the right to immediately terminate its support obligations if Licensee modifies all or any portion of the Customizations provided by Infor.

Attachment C to EXHIBIT B: CUSTOM CODE

Files

```
src\main\com\mnpd\app\bolej\actions\common
File Size      Class name
605            Dummy Action.java
8,826          MNPDAbstractActionProcess.java
38,945         MNPDActionHelper.java
9,766          MNPDAddProxyToHistoryAction.java
976            MNPDExceptionThrowerAction.java
23,978         MNPDNotifyAction.java
22,550         MNPDNotifyUserWithCommentsHistoryAction.java
2,438          MNPDRoleActionWithTick.java
2,987          MNPDSimpleUserAction.java
13,186         MNPDUserAction.java
9,891          MNPDUserGroupAction.java
7,856          MNPDViolationNotificationAction.java
12 File(s) 142,004 bytes
```

```
src\main\com\mnpd\app\bolej\actions\extratime
File Size      Class name
19,241         MNPDExtraTimeRequest2ndLineSuperRoleAction.java
3,007          MNPDExtraTimeRequestConstants.java 446 MNPDExtraTimeRequestException.java
9,775          MNPDExtraTimeRequestProcessAction.java
6,952          MNPDExtraTimeRequestRouter.java
12,634         MNPDExtraTimeRequestValidationAction.java
19,223         MNPDNotifyUserAction.java
7 File(s) 71,278 bytes
```

```
src\main\com\mnpd\app\bolej\actions\proxy
File Size      Class name
559            MNPDProxyRequestConstants.java
347            MNPDProxyRequestException.java
3,099          MNPDProxyRequestProcessAction.java
11,486         MNPDProxyRequestValidateAction.java
20,285         MNPDSecurityDelegate.java
5 File(s) 35,776 bytes
```

```
src\main\com\mnpd\app\bolej\actions\secondaryemployment
File Size      Class name
1,605          MNPDSecundaryEmploymentRequestConstants.java
486            MNPDSecundaryEmploymentRequestException.java
6,646          MNPDSecundaryEmploymentRequestProcessAction.java
8,866          MNPDSecundaryEmploymentRequestValidationAction.java
4 File(s) 17,603 bytes
```

```
src\main\com\mnpd\app\export\payroll
File Size      Class name
3,641          MNPDPayrollexportPlugin.java
1 File(s) 3,641 bytes
```

```
src\main\com\mnpd\app\modules\entitlements
File Size      Class name
2,403          MNPDBalTranBasedOnUDF.java
24,746         MNPDDefaultEntAction.java
2,064          MNPDHiredBetween0201And0430EntitlementCondition.java
07 2,070       MNPDHired Between0901 And1231 EntitlementCondition.java 2,179 MNPDIso501 Oro901.java
```

6,179 MNPDSickOnMaxOut.java
6File(s) 39,641 bytes

src\main\com\mnpd\app\ta\conditions
File Size Class name
11,588 HolidayHasWorkedCondition.java
1,845 Is170ShiftDurationCondition.java
6,558 IsEndOfPeriodCondition.java
4,054 IsSpecificDayOfYearCondition.java
12,043 MNPDBalanceDeductByMinutesRule.java
5,599 MNPDBalanceFHelper.java
9,040 MNPDisTypOvrExistCondition.java
24,698 MNPDXTimeInNDaysCondition.java
8 File(s) 75,425 bytes

src\main\com\mnpd\app\ta\db
File Size Class name
4,102 MNPDEmployeeWorkLocationsAccess.java
3,000 MNPDEmployerPlaceAccess.java
3,332 MNPDEmployersAccess.java
3,000 MNPDPlaceLocationAccess.java
5,042 MNPDWorkLocationsAccess.java
3,088 MNPDWorkPlacesAccess.java
6File(s) 21,564 bytes

src\main\com\mnpd\app\ta\holiday
File Size Class name
27,186 MNPD10HourHolidayRollDate.java
24,140 MNPDHolidayRollDate.java
2 File(s) 51,326 bytes

src\main\com\mnpd\app\ta\model
File Size Class name
2,979 MNPDEmployeeWorkLocationData.java
1,372 MNPDEmployerPlaceData.java
2,006 MNPDEmployersData.java
1,380 MNPDPlaceLocationData.java
2,306 MNPDWorkLocationsData.java
1,403 MNPDWorkPlacesData.java
6 File(s) 11,446 bytes

src\main\com\mnpd\app\ta\quickrules
File Size Class name
19,857 ChangeTcodehtypeDurationRule.java
12,558 MNPDChangeTcodeHtypeDurationRule.java
33,414 MNPDDailyOvertimeRule.java
3 File(s) 65,829 bytes

src\main\com\mnpd\app\ta\ruleengine
File Size Class name
17,246 MNPDDataEvent.java
67,214 MNPDRecalculateTask.java
2 File(s) 84,460 bytes

```

src\main\com\mnpd\app\ta\rules
File Size      Class name
4,504          MNPD28DayPeriod.java
6,384          MNPDAddOTPremiumFlagRule.java
2,511          MNPDAddPremiumAndDeductBalance.java
3,264          MNPDCompCarryoverRule.java
24,208         MNPDCustomDailyOvertimeRule.java
15,968         MNPDCustomOvertimeRule.java
28,254         MNPDEvalOTFlagAddOTPremiumRule.java
27,677         MNPDGenericOvertimeRule.java
8,385          MNPDGuaranteedCourtHoursRule.java
9,279          MNPDGuaranteedHoursRule.java
6,748          MNPDHolidayPayRule.java
6,475          MNPDHolidayPayRuleOption2.java
7,928          MNPDOTAccess.java
5,794          MNPDReapplyBreaksRule.java
5,375          MNPDSetPayStatusFromEmpVall.java
2,056          MNPDTCODEHTypeCombo.java
10,828         MNPDTimeOffcascadingBalanceRule.java
2,536          MNPDUnAuthOnOverrideRule.java
18 File(s) 178,174 bytes

```

```

src\main\com\mnpd\app\wbalert\source
File Size      Class name
17,613         CourtConflictAlertSource.java
1,477          CourtConflictAlertSourceBuilder.java
13,301         MNPDAutoHours.ThresholdAlertSource.java
2,749          MNPDAutoHoursThresholdAlertSourceBuilder.java
8,730          MNPDPendingFormAlertSource.java
2,135          MNPDPendingFormAlertSourceBuilder.java
6 File(s) 46,005 bytes

```

```

src\main\com\mnpd\server\data\source
File Size      Class name
17,267         MinimumHoursSource.java
2,662          MinimumHoursSourceBuilder.java
2,510          MNPDAutoThresholdRowSourceBuilder.java
29,470         MNPDAutoThresholdSource.java
5,722          MNPDNonExecusedShiftsSource.java
2,249 MN       PDNonExecusedShiftsSourceBuilder.java
2,118          MNPDPendingFormsRowComparator.java
9,659          MNPDPendingFormsSource.java
2,527          MNPDPendingFormsSourceBuilder.java
9 File(s) 74,184 bytes

```

```

src\main\com\mnpd\util
File Size      Class name
4,346          AbstractLastRunTask.java
3,400          MNPDSupervisorManager.java
2 File(s) 7,746 bytes

```

```

src\main\com\wbiag\app\ta\quickrules
File Size      Class name
20,943         ChangeTcodeHtypeDurationRule.java
1 File(s) 20,943 bytes

```

```

src\main\com\wbiag\app\wbinterface\hr2
File Size      Class name
5,047          HRRefreshTransactionEndEntPols.java

```

3,782 HRRefreshTransactionWbuExtra.java
20,183 WBLAGHRRRefreshTransaction.java
3 File(s) 29,012 bytes

custom\web\dailytimesheet
File Size Class name
32,456 dailyTypes.jsp
2,984 ovr_104.jsp
3,022 ovr_107.jsp
416 ovr_130.jsp
416 ovr_131.jsp
1,045 ovr_140.jsp
1,044 ovr_141.jsp
813 ovr_142.jsp
819 ovr_143.jsp
887 ovr_144.jsp
977 ovr_198.jsp
887 ovr_502.jsp
12 File(s) 45,766 bytes

custom\web\etm\messaging
File Size Class name
12,045 etmMsgForms.jsp
1 File(s) 12,045 bytes

custom\web\jobs
File Size Class name
6,602 MNPDPendingFormsAlertTaskParams.jsp
19,575 MNPDRecalculateTaskParams.jsp
2 File(s) 26,177 bytes

custom\web\jobs\wbalert
File Size Class name
5,185 CourtConflictAlertParams.jsp
6,000 PendingFormsAlertParams.jsp
2 File(s) 11,185 bytes

custom\web\jobs\wbiag
File Size Class name
11,007 wbiagHRTransParams.jsp
1 File(s) 11,007 bytes

custom\web\timesheet
File Size Class name
22,097 supervisorSummary.
jsp
1 File(s). 22,097 bytes

CURRENT CUSTOM CODE THAT IS EXCLUDED FROM THE CUSTOM CODE SUPPORT CONTRACT (BUT HAS BEEN DEPLOYED INTO PRODUCTION FOR DATA MIGRATION PURPOSES FOR THE CURRENT UPGRADE PROJECT) INCLUDE:

Data Entry Timeliness Report.xml
Employee Outside Employment Auth Report.xml
Employer Activity Report.xml Employer Listing Report.xml
MNPD Work Detail Report.xml
new test.xml

On Demand Hours Threshold Report.xml
Outside Employer Authorization Report.xml
Pending Forms Report by Team.xml
Verbal Approval Report.xml
Work Detail Activity Report.xml
Form 150.xml
Form 150 Workflow.xml
Off Duty Request.xml
Off Duty RequestWorkflow.xml
Extra Duty Request.xml
Extra Duty RequestWorkflow.xml
MNPD EMPLOYEE WORK_LOCATION and associated Employee Work Location(s) maintenance forms.



EXHIBIT C: SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER: 422573

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between Infor (US), Inc. ("Infor") and the Metropolitan Government of Nashville and Davidson County ("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) "**Component System**" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. "**Component Systems**" refers, collectively, to every Component System listed in the applicable Order Form between the parties.

(c) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. 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; or (iv) is independently developed by the Recipient without access to Confidential Information.

(d) "**Delivery Address**" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.

(e) "**Delivery Date**" means, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, or (c) the date that Licensee actually receives the Component System.

(f) "**Discloser**" means the party providing Confidential Information hereunder.

(g) "**Documentation**" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.

(h) "**Documented Defect**" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(i) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.

(j) "**Equipment**" mean the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

(k) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(l) "**Licensee Employees**" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Component Systems, have executed an Infor-approved non-disclosure agreement and paid any applicable fees.

(m) "**Marketing Associate**" means a third-party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.

(n) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(o) "**Order Form**" means each order form or similar ordering document (including all Software Supplements) between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.

(p) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.

(q) "**Recipient**" means the party receiving Confidential Information hereunder.

(r) "**Software Supplement**" means, with respect to a Component System, the addendum attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement or the applicable Order Form, the terms of the Software Supplement will control.

(s) "**Source Code**" means computer programs written in higher-level programming languages and readable by humans.

(t) "**Support Agreement**" means the Software Support Agreement entered into between the parties as of the Effective Date.

(u) "**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**").

(v) "**User Restriction**" means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

2. Right to Grant License and Ownership. Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and interest to, or has the right to license, the Component Systems.

3. License. Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee's own, internal computing operations. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) **Documentation.** Except as otherwise provided in the applicable Software Supplement, Licensee may make a reasonable number of copies of the Documentation for each Component System for its internal use in accordance with the terms of this Agreement.

(b) **Additional Restrictions on Use of the Component Systems.** Licensee's use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Component Systems to be used by, or disclose all or any part of the Component Systems to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code ("Key") may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

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

(d) **Notice.** To use any of the Component Systems, Licensee may also need to obtain, install and maintain Infor-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should request information about such necessary software products, database software products and software/hardware peripherals.

(e) **Source Code.** Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. If the Order Form grants Licensee a license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to all derivative works of the Component System ("**Derivative Works**"), even if solely created by Licensee pursuant to a

license to use Source Code hereunder. Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Agreement, Infor grants Licensee (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable license (without the right to sublicense or sublicense) to use and copy for use the Derivative Works created by Licensee or created by Infor at Licensee's request and payment, for Licensee's own, internal computing operations. Upon Infor's request, Licensee will provide Infor with a copy (including all documentation related thereto) of all Derivative Works created by Licensee and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

4. Delivery. Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

5. Payment and Taxes.

(a) **Payment.** Licensee will pay Infor all license fees (as specified on an Order Form) within thirty (30) days of the Order Form Date and all invoices within thirty (30) days of the date of invoice. 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.

(b) **Taxes and Shipping Charges (**Non-Standard**).** Licensee is a governmental entity that is exempt from federal, state, and local taxes. Licensee shall give Infor proof of tax exemption upon request.

6. Limited Warranty, Disclaimer of Warranty and Remedies.

(a) **Limited Software Warranty by Infor and Remedy for Breach.** Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) **Disclaimer of Warranty (**Non-Standard**).** The limited warranties in this Section 6 are made to Licensee exclusively and are in lieu of all other warranties. **TO THE EXTENT PERMITTED BY TENNESSEE LAW, INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) **Abrogation of Limited Warranty.** Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. 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 6(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) **FAILURE OF ESSENTIAL PURPOSE (**Non-Standard**).** **TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 15 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.**

(e) **HIGH RISK ACTIVITIES.** **THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE 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 COMPONENT SYSTEMS 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 COMPONENT SYSTEMS IN SUCH APPLICATIONS.

7. Confidential Information (*Non-Standard***).**

Subject to the provisions of the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et. seq., except as otherwise permitted under this Agreement, the Recipient will not 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. Except in connection with the Component Systems and any software programs provided with the Component Systems, 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. However, Licensee's obligations to maintain both the Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity. Notwithstanding the foregoing, if a disclosure becomes necessary by the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et. seq, then Licensee must give Infor prompt notice thereof and the opportunity to oppose such proposed disclosure to the extent permitted by applicable law.

8. Indemnity by Infor.

Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Component System infringes any copyright 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 (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 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 Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of

five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Component System. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Infor's obligations hereunder will be further limited accordingly. **TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

9. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay license 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. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will discontinue further use of the Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

10. Notices. All notices and other communications required or permitted under this Agreement or required by law 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.

11. Force Majeure. Except with respect to the payment of fees hereunder, 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 acts of war, terrorist acts, natural disasters, 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.

12. Assignment. Both parties may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

13. 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.

14. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Tennessee, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law 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.

15. LIMITATIONS OF LIABILITY (Non-Standard**).**

(a) **LIMITED LIABILITY OF INFOR. TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED TWO TIMES THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY.**

(b) **EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY TENNESSEE LAW IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL**

DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Compliance With Laws. Licensee will comply with all laws of the state of Tennessee, rules and regulations applicable to the use of the Component Systems.

17. 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 ten (10) days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not unreasonably interfere with Licensee's business activities. Infor may audit Licensee not more than once in any twelve (12) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted herein, (such as for example, for a number of users greater than those that Licensee licensed pursuant to this Agreement), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid license fees therefore and associated fees for Support (as defined in the Support Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

18. Miscellaneous. Infor shall be permitted to reference this Agreement in one or more press releases; otherwise, no public statements concerning the existence or terms of this Agreement will be made or released to any medium except with the prior approval of both parties or as required by law. 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. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference.

19. Entire Agreement (Non-Standard**).** This Agreement, which includes and is an exhibit to the document entitled "Contract Terms and Conditions", contains the entire understanding of the parties with respect to its subject matter, and supersedes and terminates all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify 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; provided, however, that a modification mutually agreed to

pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. 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 entered into pursuant hereto may be signed in counterparts.

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

Effective Date: _____, **2018**

Infor (US), Inc

Signature: _____
Printed Name: _____
Title: _____
Address: _____
Address: _____
Signature Date: _____

**LICENSEE: The Metropolitan Government
of Nashville and Davidson County**

Signature: _____
Printed Name: _____
Title: _____
Address: _____
Address: _____
Signature Date: _____



EXHIBIT D: SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between Infor (US), Inc. ("Infor") and the Metropolitan Government of Nashville and Davidson County ("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) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. 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; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) "**Discloser**" means the party providing Confidential Information to the Recipient.

(d) "**Effective Date**" means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) "**Equipment**" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) "**Licensed Software**" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "**Recipient**" means the party receiving Confidential Information of the Discloser.

(i) "**Residual Knowledge**" means 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.

(j) "**Services**" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "**Work Order**" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. Services.

(a) **Work Orders.** Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "**Work Order**"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("**Contractors**"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) **Conditions On Providing Services.** Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("**Work Product**"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

3. Payment and Taxes.

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services Agreement, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within thirty (30) days of the date of invoice. 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.

(b) Taxes (**Non-Standard**). Licensee is a governmental entity that is exempt from federal, state, and local taxes. Licensee shall give Infor proof of tax exemption upon request.

4. Limited Warranty and Disclaimer of Warranties (**Non-Standard**).

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. To the extent permitted by Tennessee Law, these remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu of all other warranties. To the extent permitted by Tennessee Law, **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

5. Confidential Information (**Non-Standard**). Subject to the provisions of the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et seq., except as otherwise permitted under this Services Agreement, the Recipient will not 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. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services 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. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser. If a disclosure is proposed subject to Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et seq, then Licensee must give Infor prompt notice thereof and the opportunity to oppose such disclosure to the full extent permitted by law.

6. Term and Termination.

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay 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 Services Agreement (including all Work Orders 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 Services Agreement (including all Work Orders hereunder) on less than thirty days' written

notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) 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 of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

7. Notices. All notices and other communications required or permitted under this Services Agreement or required by law 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 Services 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 this Services 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.

8. Force Majeure. Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, 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.

9. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Services Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Services Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

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

11. Choice of Law; Severability. This Services Agreement will be governed by and construed under the laws of the State of Tennessee, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services 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.

12. LIMITATIONS OF LIABILITY (Non-Standard**).**

(a) LIMITED LIABILITY OF INFOR. TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED TWO TIMES THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

(b) EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, 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.

13. Compliance With Laws. Licensee will comply with all federal and Tennessee state law, rules, and regulations applicable to the use of the Services and the Work Product.

14. Non-Solicitation of Employees (Non-Standard**).** To the extent permitted by Tennessee law, during the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees or independent contractors of the non-hiring party who directly worked on the Services project (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment

with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

15. Entire Agreement (Non-Standard**).** This Services Agreement, which includes and incorporates and is an Exhibit to the document entitled "Contract Terms and Conditions" 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 Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services 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 Services Agreement and all Work Orders may be signed in counterparts.

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

Effective Date: _____, **2018**

Infor (US), Inc.

**Licensee: The Metropolitan Government
of Nashville and Davidson County**

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Address:

Address:

Address:

Address:

Signature Date:

Signature Date:



EXHIBIT E: Software Support Agreement

AGREEMENT NUMBER: 422573

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between Infor (US), Inc. ("Infor") and the Metropolitan Government of Nashville and Davidson County ("Licensee") as of _____, 2018 (the "Effective Date").

The parties agree as follows:

1. Definitions.

(a) "Component System" means any one of the computer software programs which is identified in the applicable

Support Order Form as a Component System.

(b) "Confidential Information" means non-public information of a party to this Support Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, and all algorithms, methods, techniques, code and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by Recipient without access to Confidential Information.

(c) "Contract Period" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(d) "Discloser" means the party providing Confidential Information hereunder.

(e) "Documentation" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.

(f) "Documented Defect" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(g) "Equipment" mean the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Support Order Form, or, in the absence of any such specification in the Support Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

(h) "Initial Term" means, with respect to the Component

Systems specified in an Order Form, the twelve-month period beginning on the Support Order Form Date, unless otherwise specified in the Order Form.

(i) "License Agreement" means the software license agreement pursuant to which Licensee has licensed the Component Systems.

(j) "Recipient" means the party receiving Confidential Information hereunder.

(k) "Renewal Period" means, as applicable, each successive twelve-month period following the Initial Term.

(l) "Support Order Form" means each order form or similar ordering document between the parties incorporating the terms of this Support Agreement and setting forth the Component Systems subject to Support and associated fees.

(m) "Support Order Form Date" means the date identified on the applicable Order Form as the Support Order Form Date.

(n) "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").

(o) "User Restriction" means any restriction on use applicable to the Component Systems (for example, and without limitation, number of named or concurrent users).

2. Services.

(a) Types of Services. Subject to Licensee paying the applicable fee for Support hereunder for a particular Component System, Infor shall (a) provide Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications, in object code format, to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) Third Party Products. With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) Restrictions. Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto. Licensee's use of any update, enhancement or modification provided as part of Support is subject to applicable User Restrictions and the terms of the License Agreement.

3. Payment and Taxes.

(a) Support Fees. For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) Additional Costs. Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for charges incurred in connection with accessing Equipment, if any.

(c) Taxes (**Non-Standard**). Licensee is a governmental entity that is exempt from federal, state, and local taxes. Licensee shall give Infor proof of tax exemption upon request.

(d) Invoices and Late Charges. Licensee will pay each Infor invoice within thirty (30) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or the applicable Support 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.

4. Term. With respect to each Component System specified on a Support Order Form, the term of this Support Agreement shall begin on the Support Order Form Date and end on the last day of the Initial Term, and automatically renew for successive Renewal Periods, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

5. Disclaimer of Warranties. Licensee acknowledges

and agrees that **INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.**

6. Confidential Information (**Non-Standard**).

Subject to the Tennessee Public Records Act and except as otherwise permitted under this Support Agreement, the Recipient will not 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. Except in connection with the Component Systems and any software programs provided with the Component Systems, the non-disclosure and non-use obligations of this Support 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. However, Licensee's obligations to maintain both the Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity. Notwithstanding the foregoing, if a disclosure becomes necessary by the Tennessee Public Records Act, Tenn. Code Ann. 10-7-503 et. seq, then Licensee must give Infor prompt notice thereof and the opportunity to oppose such proposed disclosure to the extent permitted by applicable law.

7. Termination. If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees hereunder), 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 Support Agreement. 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 Support Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Support Order Forms hereunder. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. LIMITATIONS OF LIABILITY (Non-Standard**).**

(a) **LIMITED LIABILITY OF INFOR. TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED TWO TIMES THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.**

(b) **EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTIES BE LIABLE FOR ANY SPECIAL, 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.**

9. Notices. All notices and other communications required or permitted under this Support Agreement or required by law 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 Support 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 Support 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 hereunder, neither party will be liable to the other for any failure or delay in performance under this Support Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, 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.

11. Assignment. Licensee may not assign or otherwise transfer any of its rights or obligations under this Support Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Support Agreement, "assignment" shall include use of the Component Systems

for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

12. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Support 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 Support Agreement will be governed by and construed under the laws of the State of Tennessee, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Support Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Support Agreement is illegal or unenforceable, it will be deemed stricken from the Support Agreement and the remaining provisions of the Support 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 Support Agreement.

14. 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 ten (10) days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not unreasonably interfere with Licensee's business activities. Infor may audit Licensee not more than once in any twelve (12) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted herein, (such as for example, for a number of users greater than those that Licensee licensed pursuant to this Agreement), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid license fees therefore and associated fees for Support (as defined in the Support Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

15. Miscellaneous.

Infor and Licensee are independent contractors, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Support Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference. This Agreement is subject to the Infor General Lifecycle Policy. As described therein, additional fees may apply if Mainstream Maintenance is no longer available for a Component System during the Support Term.

16. Entire Agreement (Non-Standard**).**

This Support Agreement, which includes and incorporates and is an exhibit to the document entitled "Contract Terms and Conditions" contains the entire understanding of the parties with respect to its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is

signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support 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 Support 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 Support Agreement and all Support Order Forms entered into pursuant hereto may be signed in counterparts.

THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

INFOR (US), INC.

Signature:

Printed Name:

Title:

Signature Date:

Licensee: **The Metropolitan Government of
Nashville and Davidson County**

Signature:

Printed Name:

Title:

Signature Date:

Exhibit F

**ESCROW ADDENDUM
to the License Agreement
between
Infor (US), Inc. ("Infor")
and**

The Metropolitan Government of Nashville and Davidson County ("Licensee")

The terms and conditions of the Software License Agreement dated _____, between Licensee and Infor (the "Agreement") shall be subject to the following additions, alterations and modifications. In the event of a conflict between the terms and conditions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall govern and control.

Infor will execute an Enrollment Form, in the form attached hereto as Exhibit F. For so long as Licensee is subject to an effective maintenance and support agreement with Infor and has paid the applicable fees thereunder, Licensee may gain access to the Source Code for the Component System(s) (excluding third party software) listed on said Enrollment Form (the "Software Applications"), solely in accordance with the terms of the Master Depositor Escrow Service Agreement, dated as of May 29, 2008, entered into between Infor [as successor to Infor Global Solutions (Michigan), Inc.] and Iron Mountain Intellectual Property Management, Inc. (the "Master Escrow Agreement"). Infor further agrees that, in the event that the Master Escrow Agreement terminates, Infor will promptly enter into a new escrow agreement with similar terms, under which Licensee may gain access to the Source Code for the Software Applications in accordance with the terms herein and in such escrow agreement. Any Source Code released hereunder shall be subject to the terms of the Agreement, including, without limitation, any terms regarding use of Source Code.

Licensee acknowledges that there are annual fees associated with this service that will be billed and paid by Licensee to Iron Mountain. These fees are listed on the Enrollment Form and are subject to the terms of the Master Escrow Agreement.

This Addendum is an amendment to and an integral part of the Agreement. Licensee agrees that it has read this Addendum, understands it and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto execute this Addendum on the date as set forth below.

The Metropolitan Government of
Nashville and Davidson County

By: Ruby Vaughn

Title: MNPD IT Director

Date: 2-6-13

Infor (US), Inc.

By: Ronald E. Potempa

Title: ASSOCIATE GENERAL COUNSEL

Date: 1/16/13

[Handwritten signature]

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire, or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds

Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. **Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. **Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

8. **AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:

- (1) You or your authorized representative, if you are an individual;
- (2) A partner, or any authorized representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

CHUBB

Liability Insurance

Endorsement

Policy Period NOVEMBER 30, 2017 TO NOVEMBER 30, 2018

Effective Date NOVEMBER 30, 2017

Policy Number 3585-18-44 ATL

Insured IGS HOLDING, LP AND ITS SUBSIDAIRIES

Name of Company FEDERAL INSURANCE COMPANY

Date Issued NOVEMBER 29, 2017

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

*Additional Insured -
Scheduled Person
Or Organization*

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement,

CHUBB

Liability Endorsement (continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

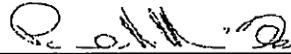
If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.
Purchasing Agent approval **MUST** be received prior to entering a requisition in iProcurement to minimize the potential for delay.

Proposed supplier MUST be Registered in iProcurement

Date: 11/14/17 Requesting Department/Agency/Commission: Police IT

Requesting Official: R. Vaughn Telephone #: 615-862-7451 This request is for a multi-year contract.

Product/Service Description: software maintenance

Total Purchase (Enter the value for the entire contract life) Price: \$385,500.33

BU Number: 31160110 Fund #: 10101 Object Account: 502920 Any Other Accounting Info: _____

Proposed Supplier: Infor

Proposed Supplier Contact: Kelly Bergfalk

Supplier Address: Supplier address

City: _____ ST: _____ Zip: _____

Supplier Telephone #: 864-757-9352

Supplier Email: kelly.bergfalk@infor.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

Other Justification

If Other, Explain Request: see attachment

11/20/17
Date

Requesting Department Director's or Approved Designee's Signature of Approval

To be completed by the Procurement Division

Sole Source is Approved for a Purchase Order 5 max Year(s) Contract 3yr w 2yr Renewal

Sole Source is Denied; Reason for Denial _____

SENIOR PROCUREMENT OFFICER: [Signature] DATE: 12/14/17

PURCHASING AGENT: [Signature]

DATE: 12/14/17

Other Justification:

If Other, Explain Request: This is for ongoing maintenance / support of proprietary software used by the Police Department and it is the only vendor that can support their Time and Attendance software and all associated interfaces with numerous other critical Police applications.



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
www.infor.com

September 15, 2017

Metropolitan Police Department of Nashville
ATTN: Mr. John Eslick, ARMS Program Manager
749 Massman Drive
Nashville, TN 37210

Dear Mr. Eslick:

Infor has received your request for a justification to single source the support and maintenance of the Infor-owned software products that you have licensed from Infor.

Infor is the copyright owner for these software products, and as such, Infor is the only vendor that has the unrestricted ability to access and modify such Infor-owned software products in order to provide bug fixes, updates and upgrades to you as part of support and maintenance.

Please don't hesitate to contact Kelly Bergfalk, the Sr. Subscription Services Manager for your account, at Kelly.bergfalk@infor.com or 864-757-9352, if you have additional questions on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Lindsay Pritchard", written in a cursive style.

Lindsay Pritchard
Associate General Counsel

Support Renewal Period	Annual Support Fee
February 5, 2018 - July 31, 2018	\$ 23,949.89
August 1, 2018 - July 31, 2019	\$ 52,401.83
August 1, 2019 - July 31, 2020	\$ 54,497.90
August 1, 2020 - July 31, 2021	\$ 56,677.83
August 1, 2021 - July 31, 2022	\$ 58,944.93
Total Annual Support Fees	\$ 246,472.38
Annual Uplift: 4%	

Customer	SKU	Description	Users
Metropolitan Government of Nashville	WFM-TA-BALACC	Workforce Time & Attendance - Balances and Accruals	1940
Metropolitan Government of Nashville	WFM-TA-TIMEATT	Workforce Time & Attendance - Time & Attendance	1940
Metropolitan Government of Nashville	WFM-WA-ATMGT	Workforce Absence - Attendance Management	1940
Metropolitan Government of Nashville	WFM-WP-EMPTRMGR	Workforce Platform - Employee Transaction Manager	1940
Metropolitan Government of Nashville	WFM-WP-FORMBUILD	Workforce Platform - Form Builder/Workflow Editor	1940
Metropolitan Government of Nashville	WFM-WP-IAPI-EMAIL	Workforce Platform - interface APIs Email (Outlook, Notes, or SMTP)	1
Metropolitan Government of Nashville	WFM-WP-IAPI-HR	Workforce Platform - interface APIs HR Platform Interface	1
Metropolitan Government of Nashville	WFM-WP-IAPI-IMEX	Workforce Platform - interface APIs Standard Import/Export	1
Metropolitan Government of Nashville	WFM-WP-IAPI-PAY	Workforce Platform - interface APIs Payroll	1
Metropolitan Government of Nashville	WFM-WP-WKMAIL	Workforce Platform - Workmail for Corporate Messaging	1940
TOTALS			

Custom Code Support	Annual Support Fee
February 5, 2018 - July 31, 2018	\$ 14,063.01
August 1, 2018 - July 31, 2019	\$ 29,870.00
August 1, 2019 - July 31, 2020	\$ 30,766.10
August 1, 2020 - July 31, 2021	\$ 31,689.08
August 1, 2021 - July 31, 2022	\$ 32,639.76
Total Annual Support Fees	\$ 139,027.95
Annual Uplift: 4%	

