



INFOR (US), INC.
INFOR PUBLIC SECTOR, INC.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004
(collectively, "Infor")

June 14, 2019

Attention:
CITY OF AUSTIN, TEXAS
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701
("Licensee")

To Whom it May Concern:

By this Letter, Infor and Licensee agree that Infor (US), Inc. was listed in error on the Order Form with an effective date of July 13, 2017 ("Order Form Date"). Infor and Licensee agree that as of the Order Form Date, Infor (US), Inc. shall be replaced with Infor Public Sector, Inc. in the above Order Form.

If you agree with the changes in this Letter, please sign a copy of this letter in the space provided below and return to Infor.

ACCEPTED AND AGREED:

INFOR (US), INC.

By: Lindsay Pritchard June 17, 2019
Signature Date

Lindsay Pritchard

Printed Name

Associate General Counsel

Title

ACCEPTED AND AGREED:

INFOR PUBLIC SECTOR, INC.

By: Lindsay Pritchard June 17, 2019
Signature Date

Lindsay Pritchard

Printed Name

Associate General Counsel

Title

ACCEPTED AND AGREED:

CITY OF AUSTIN

By: D. Dellemonache 6/18/19
Signature Date

Dan Dellemonache

Printed Name

Procurement Specialist III

Title



Amendment No. 4
of
NC1800000008
for
Software Maintenance & Support
between
Infor Public Sector, Inc. ("Contractor")
and the
City of Austin

1.0 The City hereby amends this Contract by modifying Exhibit A, Scope of Work.

1.1 Modifying section 3.1 Contract amount by \$26,980.00 for a new amount not to exceed \$758,487.97.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 7/11/18 – 7/10/23	\$340,536.70	\$340,536.70
Amendment No. 1: Administrative Increase	\$6,198.46	\$346,735.16
Amendment No. 2: Option 1 – Extension 11/16/2018 – 11/15/2019	\$350,752.81	\$697,487.97
Amendment No. 3: Modify Exhibit A: Scope of Work; adding Infor Field Inspector – Work Management	\$34,020.00	\$731,507.97
Amendment No. 4: Administrative Increase	\$26,980.00	\$758,487.97

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Date: May 31, 2019

Printed Name: Lindsay Pritchard
Associate General Counsel

Infor Public Sector, Inc.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

Signature: 

Date: 6/3/19

Daniel Dellemonache
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701



Amendment No. 3
of

NC180000008
for

Software Maintenance & Support
between
Infor Public Sector, Inc. ("Contractor")
and the
City of Austin

1.0 The City hereby amends this Contract by modifying Exhibit A, Scope of Work.

1.1 Adding Infor Field Inspector – Work Management per Infor Price Quote dated January 30, 2019.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 7/11/18 – 7/10/23	\$340,536.70	\$340,536.70
Amendment No. 1: Administrative Increase	\$6,198.46	\$346,735.16
Amendment No. 2: Option 1 – Extension 11/16/2018 – 11/15/2019	\$350,752.81	\$697,487.97
Amendment No. 3: Modify Exhibit A: Scope of Work; adding Infor Field Inspector – Work Management	\$34,020.00	\$731,507.97

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Date: _____

1/10/19

Signature: _____

Date: _____

1/11/19

Printed Name: Lindsay Pritchard
Associate General Counsel

Infor Public Sector, Inc.
13560 Morris Rd, Suite 4100
Alpharetta, GA 30004

Daniel Dellemonache
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

Price Quote



Quotation valid until: January 30, 2019

Price Quote For:

Bill Ficke
Systems Architect
City of Austin Utility

Price Quote prepared by:

Matt Dey
Infor Public Sector, Inc.
(864) 546-5050
matt.dey@infor.com

Infor Sales Rep	F.O.B Point	Currency	Payment Terms
Matt Dey	Shipping	USD	Net 30 Days

Part #	Component System	User Restriction		Per Unit	Total Software License	Total Software Support
		Quantity	Type			
HAN-MOBILE-WM	Infor Field Inspector - Work Management	30	Device	945	28,350.00	5,670.00
					-	-
Software and Technical Support					28,350.00	5,670.00
Total						34,020.00

Additional Terms



Amendment No. 2
to
Contract No. 5600 NC180000008
for
Software maintenance and Support
between
Infor Public Sector, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be November 16, 2018, through November 15, 2019. One (12 month) option will remain.
- 2.0 The total contract amount is increased by \$350,752.81 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/17/2017 – 11/15/2018	\$340,536.70	\$340,536.70
Amendment No. 1: Administrative Increase	\$6,198.46	\$346,735.16
Amendment No. 1: Option 1 – Extension 11/16/2018 – 11/15/2019	\$350,752.81	\$697,487.97

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: [Signature] Nov. 7, 2018

Printed Name: Lindsay Pritchard
Authorized Representative

Infor Public Sector, Inc.
13560 Morris Rd., Suite 4100
Alpharetta, GA 30004-8995

Sign/Date: [Signature] 11/8/18

Printed Name: Bartley Tyler
Authorized Representative

Sign/Date: [Signature] 11/8/18

Printed Name: Elisa Folco

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
NC180000008
for
Software Maintenance and Support
between
Infor Public Sector, Inc. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Revise the **Compensation** Section to **increase the total not to exceed to \$346,735.16**. This is an increase of \$6,198.46; and

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 10/17/17 - 11/15/18	\$340,536.70	\$340,536.70
Amendment No. 1: Administrative Increase	\$6,198.46	\$346,735.16

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: _____

Printed Name: Lindsay Pritchard

Date: July 16, 2018

Infor Public Sector, Inc.
641 Avenue of the Americas
New York, NY 1011

Signature: _____

City of Austin Purchasing Office

Printed Name: Gil Bilka

Date: 8/3/18

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
INFOR PUBLIC SECTOR, INC.
FOR
SOFTWARE MAINTENANCE AND SUPPORT

This Contract (the "Contract") effective 11/16, 2017 (the "Effective Date") and is made by and between the City of Austin, Texas ("City" or "Licensee"), a home-rule municipality incorporated by the State of Texas, and Infor Public Sector, Inc. ("Contractor" or "Infor"). The parties agree as follows:

SECTION I. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the provisions of the terms and conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2 and Scope of Work attached hereto as Exhibit A and incorporated herein (the "Services").

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities of Contractor identified in the Scope of Work.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall provide all deliverables described herein and in accordance with the terms, covenants, and conditions of the Contract and provide the Services in accordance with all applicable Federal, State, and local laws, rules, and regulations.

2.2 Task.

2.2.1 Contractor shall provide the software maintenance and support for Component Systems pursuant to that certain Software Support Agreement attached hereto as Exhibit B.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** Contractor shall be compensated as set out in Exhibit A.

3.2 Invoices.

3.2.1 **Invoices shall contain a non-duplicated invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Department
Attn:	Teri Pennington
Address:	P.O.Box 1088
City, State, Zip Code	Austin, TX 78767

3.3 Payment.

3.3.1 All invoices received by the City will be paid to Contractor within thirty (30) calendar days of date of the invoice.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the greater of one percent (1.5%) per month or the maximum lawful rate; interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by bank draft unless the parties mutually agree to payment by credit card. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

3.6 **Non-Appropriation.** The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void on the last date for which City has made payment to Contractor for services. The City 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. The City shall provide the Contractor immediate written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. The City will be responsible for payment of all fees through the termination date of the services.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of one (1) year beginning on November 16, 2017 and ending on November 15, 2018 (the "Initial Term"), and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.3 **Default.** Contractor shall be in default under the Contract if it (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract and does not timely cure such failure, or (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States. This City shall be in default under the Contract if the City (a) fails to pay an invoice within 30 days of the date of the invoice or (b) otherwise is in material breach of any term or condition of this Contract.

4.4 **Termination For Cause.** In the event of a default, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party within such thirty (30) day period, cures such default, or provides evidence sufficient to reasonably prove that such default does not, in fact, exist. Notice to Contractor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

SECTION 5. INSURANCE. The following insurance requirements apply.

5.1.1 General Requirements

- 5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.
- 5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

- 5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- 5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 5.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 5.1.1.10 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 5.1.1.11 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.
- 5.1.1.12 The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- 5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
 - 5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
 - 5.1.2.1.2 Independent Contractor's Coverage
 - 5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
 - 5.1.2.1.4 Waiver of Subrogation
 - 5.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation
 - 5.1.2.1.6 The City of Austin listed as an additional insured
- 5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000

bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

- 5.1.2.2.1 Waiver of Subrogation,
- 5.1.2.2.2 Thirty (30) calendar days' Notice of Cancellation.
- 5.1.2.2.3 The City of Austin listed as an additional insured.

- 5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 5.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 5.1.2.3.2 Waiver of Subrogation
- 5.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation.

- 5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

- 5.1.2.5 **Certificate.** The following statement must be shown on the Certificate of Insurance. "The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

5.2 Equal Opportunity

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 Delays.

5.3.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

SECTION 6. WARRANTIES

6.1 **Warranty – Support.** 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.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or illegal drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or illegal drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the

City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern.

7.4 Significant Event. The Contractor shall as soon as reasonably practicable notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager or otherwise provided through normal communications channels. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.5 Right To Audit.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all financial records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.6 Indemnity.

7.6.1 Definitions:

7.6.1.1 "Indemnified Claims" shall include any and all third party claims, demands, suits, causes of action, judgments and liability of:

7.6.1.1.1 damage to or loss of the tangible personal property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties) to the extent caused by Contractor's gross negligence; and/or;

7.6.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties) to the extent caused by Contractor's gross negligence.

7.6.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.6.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE GROSS NEGLIGENCE OF THE CONTRACTOR, OR THE

CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT TO THE EXTENT CAUSED BY CONTRACTOR. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.6.3 Contractor's obligations under this indemnification are expressly conditioned on the following: (i) the City must promptly notify Infor of any such claim; (ii) the City must in writing grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if the City chooses to represent its own interests in any such action, the City may do so at its own expense, but such representation must not prejudice Contractor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) the City must cooperate with Contractor to facilitate the settlement or defense of the claim.

7.7 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.8 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means.

7.9 **Confidentiality.** Each party may require access to the other party's confidential information (including, data, software (including all algorithms, methods, techniques and processes revealed by such software, collectively "Software"), documentation, training materials, technology, accounting, computer programs, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the party or its affiliates consider confidential and has been identified as confidential or proprietary or would be understood to be confidential or proprietary by a reasonable person) (collectively, "Confidential Information") of the other party. Each party acknowledges and agrees that the Confidential Information is the valuable property of the disclosing party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure the disclosing party and/or its licensors. Each party (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information of the other party in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided that prompt notice is given before disclosing such information so as to permit a reasonable amount of time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than such party uses within its own business to protect similar information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the other party's Confidential Information. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the receiving party; (ii) the disclosing party regularly discloses to third parties without restriction on disclosure; (iii) the receiving party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the receiving party without access to Confidential Information (for which the receiving party will have the burden of proof).

7.10 LIMITATIONS OF LIABILITY.

(a) **LIMITED LIABILITY OF CONTRACTOR. THE TOTAL LIABILITY OF CONTRACTOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THE SERVICES UNDER THIS CONTRACT**

(WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT CITY ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE ORDER.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES OR CONTRACTORS 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 CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto: it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

7.20 **Dispute Resolution.**

7.20.1 If dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise MBE/WBE Procurement Program,**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Jurisdiction and Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Contract. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and federal district court in which Travis County, Texas sits. The parties agree to submit to the exclusive person jurisdiction of such courts.

7.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.24 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.25 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.26 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
<http://www.ci.austin.tx.us/purchase/standard.htm>.


7.27 **Order of Precedence.** In the event of a conflict in the terms and conditions of this Contract and any of the Exhibits attached hereto, it shall be resolved by giving precedence in the following order:

1. This Contract
2. Exhibit A Scope of Work
3. Exhibit B Software Support Agreement.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Infor Public Sector, Inc.

~~XXXXXXXXXX~~

By: 

Signature

Name: Lindsay Pritchard

Printed Name

Title: Associate General Counsel

Date: 10/8/17

City of Austin

By: 

Signature

Name: JAMES T. HOWARD

Printed Name

Title: PROCUREMENT MANAGER

Date: 10.13.17

List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Software Support Agreement

Exhibit A: Scope of Work

Infor will provide Support for the Component Systems and Users set forth below in accordance with the terms of Exhibit B and this Agreement.

Catalog #	INFOR SOFTWARE MAINTENANCE	Count	License Type	Cost	Cost	Cost
	Service and Maintenance for Hansen and EAM Products					
	Coverage Term:			11-16-17/ 11-15-18	11-16-18/ 11-15-19	11-16-19/ 11-15-20
	Account ID # 1-372397					
ORC-EPAK-USER	EPAK User - Application Specific	600	NUP	7,505.48	7,730.64	7,962.56
ORC-EPAK-DEV	EPAK Developer - Application Specific	2	NUP	4,548.78	4,685.24	4,825.80
EPAK-EAM-CON	EPAK Content - EAM	1	ENT	7,581.29	7,808.73	8,042.99
EPAK-HNAMCN	EPAK Content - Hansen - Asset Management & CRM	1	ENT	4,548.78	4,685.24	4,825.80
H8CS	Hansen 8 - Customer Service	63	CU	18,120.85	18,664.47	19,224.40
H8WM	Hansen 8 - Work Management	267	CU	94,450.03	97,283.53	100,202.04
H8AF	Hansen 8 - Fleet	18	CU	0	0	0
H8AP	Hansen 8 - Plant	18	CU	10,900.24	11,227.25	11,564.06
H8AS	Hansen 8 - Sewer	57	CU	32,570.57	33,547.69	34,554.12
H8AW	Hansen 8 - Water	55	CU	32,357.33	33,328.05	34,327.89
H8APC	Hansen 8 - Parks	3	CU	918.57	946.12	974.51
H8AIC	Hansen 8 - Inventory Control	127	CU	3,540.60	3,646.82	3,756.23
H8PO	Hansen 8 - Purchasing (Requires Inventory Control)	127	CU	0	0	0
H8SC	Hansen 8 - Service Contract	1	SV	3,445.05	3,548.40	3,654.86
H8MD	Hansen 8 - Map Drawer	409	CU	1,901.78	1,958.83	2,017.60
H8GGS	Hansen 8 - GeoAdministrator	1	CU	3,803.57	3,917.68	4,035.21
H8AWMM	Hansen 8 - Water Meter Management	1	SV	3,602.26	3,710.33	3,821.64
NZTK-H8NDEU	Hansen 8 - Neztex Data Utility Exchange	20	CU	5,854.34	6,029.98	6,210.87
H8CAS	Hansen 8 - Configured Assets	4	CU	2,571.32	2,648.46	2,727.91
H8CC	Hansen 8 - Call Centre (Requires Customer Service)	5	CU	2,511.04	2,586.38	2,663.97
H8AA	Hansen 8 - Asset Analysis	1	ENT	4,017.70	4,138.24	4,262.38
Account ID # 1-372397 Subtotal				244,749.58	252,092.07	259,654.83
	Account ID # 1-92812					
COG-DS7I-REPAU	Infor EAM Enterprise Edition Advanced Reporting Author	4	NU	1,168.75	1,203.81	1,239.93
COG-DS7I-REPCS	Infor EAM Enterprise Edition Advanced Reporting Consumer	25	CU	7,304.69	7,523.83	7,749.54
EEN-DS7I-ORC	Infor EAM Enterprise Edition - Oracle	10	CU	13,383.73	13,785.24	14,198.80

EEN-DS7I-ORC	Infor EAM Enterprise Edition - Oracle	25	CU	63,867.92	65,783.96	67,757.48
COG-DS7I-REPCS	Infor EAM Enterprise Edition Advanced Reporting Consumer	10	CU	0	0	0
EEN-DS7I-WEBCL	Infor EAM Enterprise Edition Web Services Connector License	300	CNU	9,433.15	9,716.15	10,007.63
EEN-DS7I-WEBTK	Infor EAM Enterprise Edition Web Services Toolkit	1	DA	628.88	647.74	667.18
	Account ID # 1-92812 Subtotal			95,787.12	98,660.73	101,620.55
TOTAL RENEWAL COSTS¹				\$340,536.70	\$350,752.81	\$361,275.38

1. If any additional licenses are purchased, these amounts will be increased. Taxes may be applied to invoice if applicable.

EXHIBIT B: SOFTWARE SUPPORT AGREEMENT



SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER:

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between ____ ("Infor") and ____ ("Licensee") as of the Effective Date. The parties agree as follows:

1. **Incorporation By Reference.** Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

2. **Additional Definitions.**

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

(b) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

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

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

3. **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 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.

4. **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.** Licensee is responsible for paying all taxes

(except for taxes based on Infor's net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(d) **Invoices and Late Charges.** Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or the applicable 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.

5. **Term.** With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the 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.

6. **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.

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 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 Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant

to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. 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.

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) **EXCLUSION OF DAMAGES.** 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 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. **Entire Agreement.** This Support Agreement 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 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 Order Forms entered into pursuant hereto may be signed in counterparts.

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

730* *In the performance of any on-site services for the City,*
Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

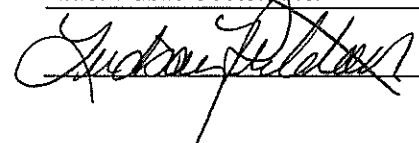
Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 5th day of October, 2017

CONTRACTOR
Authorized
Signature

Infor Public Sector, Inc.



Name

Lindsay Pritchard

Title

Associate General Counsel

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Infor Public Sector, Inc.

Signature of Officer or
Authorized
Representative:



Date: 10/3/17

Printed Name:

Lindsay Pritchard

Title

Associate General Counsel

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-268114

Date Filed:
10/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Infor Public Sector, Inc.
Alpharetta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 5600 NC180000008
Software Maintenance and Support

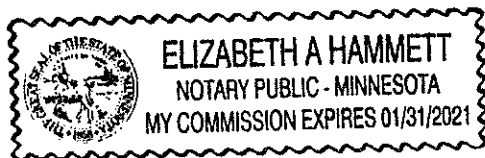
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Lindsay Pritchard
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Lindsay Pritchard Associate General Counsel, this the 3rd day of October, 2017, to certify which, witness my hand and seal of office.

Elizabeth A. Hammett
Signature of officer administering oath

ELIZABETH A. HAMMETT
Printed name of officer administering oath

Executive Legal
Administrator
Title of officer administering oath