infor

ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software Customer Agreement between **Infor (US), Inc.,** ("Infor") and **City of Lee's Summit** ("Licensee") with an effective date of **October 22, 2010** (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

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

I. Component Systems - Production

I(a). Component Systems upgrading from:

	Part # (if applicable)	Component System	User Restriction* Quantity	Type	Support level**
1	BPP-PFX	ProcessFlow Int W/O Websphere	8	CPUCORE	XTP

The Component Systems in table I(a) are herein referred to as the "Current Component Systems".

I(b). Component Systems upgrading to:

	Part # (if applicable)	Component System	User Restriction* Quantity	Type	Support level**
1	BPP-PAL	Infor Process Automation	12	CPUCORE	XTP
2	BPP-LMRK-NR	Landmark Technology Runtime	12	CPUCORE	XTP
3	BPP-NOTIFY	Infor Notifications	150	NU	XTP
4	BPP-MOBILA	Infor Landmark Administrator	5	NU	XTP

The Component Systems in table I(b) are herein referred to as the "New Component Systems".

I(c). Component Systems Upgrade from: Production

	Part # (if applicable)	Component System	User Restriction* Quantity	Type	Support level**
PROD:					
1	BPP-MNC	NetExpress Compiler - PRODUCTION	1	CU	XTP
2	BPP-MNX	NetExpress App Runtime - PRODUCTION	120	CU	XTP
3	BPP-MNXB	NetExpress App Runtime for Windows	30	CU	XTP
TEST:					
4	BPP-MNC	NetExpress Compiler	1	CU	XTP
5	BPP-MNX	NetExpress App Runtime	10	CU	XTP
COLD:					
6	BPP-MNC	NetExpress Compiler	1	CU	XTP
7	BPP-MNX	NetExpress App Runtime	150	CU	XTP

The Component Systems in table I(c) are herein referred to as the "NetExpress Component Systems".

I I(d). Component Systems Upgrade to: Production

	Part # (if applicable)	Component System	User Restriction* Quantity	Type	Support level**
PROD:					
1	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
2	BPP-MVX	MF COBOL Server Application Runtime - Windows	150	CU	XTP
TEST:					
3	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
4	BPP-MVX	MF COBOL Server Application Runtime - Windows	10	CU	XTP
COLD:					
5	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
6	BPP-MVX	MF COBOL Server Application Runtime - Windows	150	CU	XTP

The Component Systems in table I(d) are herein referred to as the "COBOL Component Systems".

Total License Fee: Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Infor

*If specified in the User Restriction field:

- CPUCORE – "CPU Cores" - Quantity represents the maximum number of Central Processing Unit Cores ("CPU Cores") utilized by the Component System at peak times and all CPU Cores utilized must be licensed.
- NU - "Named Users" Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- CU - "Concurrent Users" allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System.

**Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/.

If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE"= Infor Xtreme Elite (24x7) Plus

II. Support Services

Support previously paid by Licensee on the Current Component Systems is hereby transferred to the New Component Systems. The parties acknowledge that Licensee has paid for Support for such Component Systems through the period ending September 30, 2017.	
Additional Annual Support Fee for the COBOL Component Systems: $6,872.00	
Initial Term of Support for the COBOL Component Systems: Order Form Date through one (1) year form Order Form Date	
Annual Escalation Percentage Cap: 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.	
Fee for Initial Term of Support:	**$6,872.00**
Committed Term of Support: Order Form Date through three (3) years from Order Form Date	
MF Net Express Compiler to MF Visual COBOL for Windows Compiler - Upgrade Fee (BPP-MVCW-UGF) for 2 Named Users	**$3,000.00**
MF Application Runtime to MF COBOL Server Application Runtime - Upgrade Fee (BPP-MVX-UGF) for 160 Concurrent Users	**$16,800.00**
Total Amount Due (before applicable taxes):	**$26,672.00**

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Payment Terms:	All amounts are in US Dollars unless otherwise specified.
Payment is due within fifteen (15) days from Order Form Date.	**Currency: United States Dollars**

Equipment (on which Component Systems will be installed):	Licensee Account ID: 73578-L
Computer Platform: Model:	Infor GL ID: US0AB
Operating System: DBMS:	Account Executive Name: Wells Beacham
Serial Number:	
Location: Same as Delivery Address	

Delivery Address:	Invoice Address:
City of Lee's Summit 220 SE Green St Lee's Summit, MO 64082	City of Lee's Summit 220 SE Green St Lee's Summit, MO 64082
Contact Name: Cynthia Stacks	Contact Name: Cynthia Stacks
Contact Title:	Contact Title:
Contact Phone: (816) 969-1253	Contact Phone: (816) 969-1253
Contact email: cynthia.stacks@cityofls.net	Contact email: cynthia.stacks@cityofls.net

III. Additional Terms

Delivery is FOB Shipping Point.

Licensee desires to trade the Current Component Systems for the New Component Systems. Licensee is hereby granted a license to use the New Component Systems subject to the terms herein and in the Agreements. Licensee's license to use the Current Component Systems shall terminate on the earlier of (i) Licensee's use of the New Component Systems in a production environment or (ii) the one-year anniversary of the Order Form Date. Upon the termination of Licensee's license to use the Current Component Systems, Licensee shall cease all production and non-production use of the Current Component Systems and no longer be eligible to receive Support in connection therewith; Support for the New Component Systems will continue in accordance with the terms herein and in the Agreements. Licensee may not use the Current Component Systems and New Component Systems in a production environment at the same time.

Equipment Information: As of the Order Form Date, Licensee has not yet purchased the Equipment on which the Component Systems will be installed. Licensee acknowledges and agrees that such Equipment information must be provided to Infor as soon as possible, and that once provided, such Equipment shall be the licensed Equipment on which the Component Systems must be installed and operated. Licensee acknowledges and agrees that it is Licensee's responsibility to ensure operational compatibility of the Equipment with the Component Systems licensed herein and Infor shall not be required to deliver additional software elements other than the Component Systems incorporated on this Order Form. Licensee further acknowledges and agrees that in the event Licensee subsequently changes the Equipment after installation, additional fees may be applicable as the direct result of a change in Equipment.

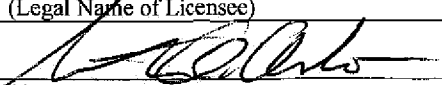The following terms apply to any Third Party Software licensed under the Order Form.

1. Licensee may not copy or modify Third Party Software or related Documentation. Licensee may only use Third Party Software in accordance with related Documentation and solely in conjunction with the Component Systems.
2. The Third Party Licensor is a third-party beneficiary to the Agreement with respect to its Third Party Software. In the event of unauthorized use, export or disclosure of a Third Party Software in breach of the Agreement, the Third Party Licensor and Infor shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies that may be available to them.

Upgrade Terms

Licensee desires to trade the NetExpress Component Systems set forth above for the COBOL Component Systems set forth above. Licensee is hereby granted a license to use the COBOL Component Systems subject to the terms herein and in the Agreements. Provided that Licensee continues to pay Support for the NetExpress Component Systems while transitioning from the NetExpress Component Systems to the COBOL Component Systems (the "Transition Period"), Licensee may continue to use and receive Support on the NetExpress Component Systems during the Transition Period. Licensee's license to use the NetExpress Component Systems shall terminate upon Licensee's use of the COBOL Component Systems in a production environment. Upon the termination of Licensee's license to use the NetExpress Component Systems (the "Termination Date"), Licensee shall cease all production and non-production use of the NetExpress Component Systems and no longer be eligible to receive Support in connection therewith nor be entitled to any refund of Support fees paid to Infor. Support for the COBOL Component Systems will be subject to the terms herein and in the Agreements. Licensee may not use the NetExpress Component Systems and COBOL Component Systems in a production environment at the same time.

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Effective date of this Order Form: _____September 29, 2016_____ (the "Order Form Date")

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

For: Infor (US), Inc.	For: City of Lee's Summit
Susan Erdely _Digitally signed by Susan Erdely_ DN: cn=Susan Erdely, o=infor, ou=Director, Contracts, email=Susan.Erdely@infor.com, c=US Date: 2016.09.29 14:39:49 -04'00'	(Legal Name of Licensee)
Signature	Signature
	Stephen A. Arbo
Typed or Printed Name	Typed or Printed Name
Director, Contracts	City Manager
Title	Title
September 29, 2016	September 28, 2016
Date	Date

Approved as to Form:

Jacquelyn McCormick Heaney

Office of the City Attorney

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