



364

ORDER FORM

This Order Form is subject to the terms of the Subscription License and Services Agreement between **Infor (US), Inc.** and **Fort Bend County** ("Licensee") with an Effective Date of 10-27-2015 (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Programs or Licensed Programs; "Support" may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

I. Subscription Software

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	S3F-S-CSPSPRO	Infor CloudSuite Public Sector Financials and Procurement Subscription	3,000	EM	CXTP
2	S3F-S-GMPMOB	Infor Grant Management Bundle Subscription	3,000	EM	CXTP
3	S3S-S-SRM	Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle Subscript	3,000	EM	CXTP
4	BPP-S-XMLTSU	Design Studio Subscription	3,000	EM	CXTP
5	HRM-S-CSAPAY	Infor CloudSuite HCM HRM Payroll Subscription ALC	3,000	EM	CXTP

*If specified in the License Restriction field:

- EM = "Employee" – A license is required for each active employee of Licensee

Support Included in Subscription Services:

**CXTP = Standard Support plus Critical Incident Support ("CIS") – During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive CIS 24 hours a day x 7 days a week support for Severity 1 incidents. A Severity 1 incident means that Licensee's production system is not available or that the production system is available but a critical application failure has occurred, business processes are halted, and no workarounds are available. Additional information regarding Subscription Services support may be found at: <http://www.infor.com/cloud/subscription/>

II. Subscription Term and Subscription Fees

Initial Subscription Term: Subscription Service Ready Date through five (5) years from Subscription Service Ready Date	
Annual Subscription Fee: \$305,932.40	
Fee for Initial Subscription Term:	\$1,529,662.00
Total Amount Due (before applicable taxes):	\$1,529,662.00

All amounts are in US Dollars unless otherwise specified.
Currency: United States Dollars

III. Payment Terms

Total Compensation for Initial Subscription Term:

The total amount due for the Initial Subscription Term for the users set forth above shall not exceed \$1,529,662.00. The Initial Subscription Term shall begin on the Subscription Service Ready Date and terminate on the fifth (5th) anniversary of that date.

Annual Payment Terms:

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee will be invoiced promptly upon the Subscription Service Ready Date. All other Annual Subscription Fees will be invoiced such that they are due

prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies. Licensee shall pay all invoices within thirty (30) days of the date of the invoice.

Licensee Account ID: 6237-L
Infor GL ID: US0AB
Account Executive Name: Shelly Carroll

Primary Location Address:	Invoice Address:
Fort Bend County 500 Liberty St. Richmond, TX 77469	Fort Bend County Auditor Attn: Accounts Payable 301 Jackson Street Richmond, TX 77469
Contact Name: Ray Webb	Contact Name: Debbie Ritch
Contact Title: Director of Information Technology	Contact Title: Accounts Payable Supervisor
Contact Phone: (281) 341-4574	Contact Phone: (281) 341-3767
Contact email: Ray.Webb@fortbendcountytexas.gov	Contact email: Debbie.Ritch@fortbendcountytexas.gov

IV. Definitions

“Subscription Service Ready Date” means the date Infor informs Licensee that the Subscription Service is accessible, but not ready for use, by Licensee for the respective Subscription Software listed in this Order Form. This date is not synonymous with any Licensee launch or go-live date (date software is ready for use). In the event that Licensee is unable to access the Subscription Service environment due to a reason within Infor’s control, then the Subscription Service Ready Date will be adjusted accordingly until such time that it is available.

V. Additional Terms

Licensee may cancel its maintenance at any time after the Subscription Service Ready Date for its perpetually licensed Component Systems with the same product functionality as the Subscription Software licensed herein. Licensee must notify Infor of cancellation, and Infor will allow such mid-term cancellation and will provide a credit that is equal to the amount of unused, prepaid maintenance fees. The credit will be calculated from the end of the month in which the termination occurs through June 30, 2016, and will either be applied to the Licensee’s outstanding or future invoices, or remitted back to the Licensee in the form of a refund, the specific method being Infor’s sole discretion.

Upon Licensee’s cancellation of maintenance as set forth above, Licensee will receive Transitional Support on the current versions of the on-premise Component Systems until the earlier of: (i) the “go live” date at which time the licensed Subscription Software will be available for beneficial production use or (ii) eighteen (18) months after the Subscription Service Ready Date, included as part of the Subscription Fee. Transitional Support is defined as phone support, incident logging, and resolution, but excludes any upgrades or enhancements to the perpetual licenses.

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

For U.S. Government entities, the following restricted rights clause applies: This Component System is a “commercial component,” as this term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “computer software documentation,” as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement.

Option to Acquire Additional Licenses of Subscription Software: During the Initial Subscription Term, Licensee shall have the option ("Option") of acquiring additional quantities of licenses for an additional Subscription Fee as specified in the Table below provided that: (i) Licensee is not in breach of the Agreement, including its obligations to pay all fees when due and payable; and (ii) such Subscription Software is then-currently made generally available for purchase to all Infor customers. Licensee may exercise its Option by entering into a mutually-executed Order Form on or before the expiration of the Option which sets forth the Subscription Software at issue and the appropriate additional Subscription Fees. Licensee shall not be permitted to reduce the number of licenses in any Order Form without Infor’s prior written consent during the Initial Subscription Term and any renewal period, and any such reduction shall be limited to those acquired under this Option. Infor’s written consent to reduce the number of licenses that were purchased under this Option shall not unreasonably be withheld. For the avoidance of doubt, Licensee may not reduce the number of licenses in any Order Form below those procured in the initial purchase (i.e. 3000 Employees).

	Part # (if applicable)	Subscription Software	License Type	Additional Annual Subscription Fee per Employee (\$USD)
1	S3F-S-CSPSPRO	Infor CloudSuite Public Sector Financials and Procurement Subscription	EM	\$60.41
2	S3F-S-GMPMOB	Infor Grant Management Bundle Subscription	EM	\$2.52
3	S3S-S-SRM	Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle Subscript	EM	\$6.30
4	BPP-S-XMLTSU	Design Studio Subscription	EM	\$1.26
5	HRM-S-CSAPAY	Infor CloudSuite HCM HRM Payroll Subscription ALC	EM	\$31.49

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

Licensee's purchase of the subscription specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Exhibit 1 -Service Level Description is attached to and made a part of this Order Form.

The pricing set forth in this offer is valid if accepted by Licensee by October 30, 2015.

Effective date of this Order Form: 10-27-2015 (the "Order Form Date")

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

Infor (US), Inc.

Signature: *Lindsay Pritchard*

Printed Name: Lindsay Pritchard

Title: Associate General Counsel

Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: October 23, 2015

LICENSEE: Fort Bend County

Signature: *Robert E. Hebert*

Printed Name: Robert E. Hebert

Title: County Judge

Address: 401 Jackson Street

Address: Richmond, Texas 77469

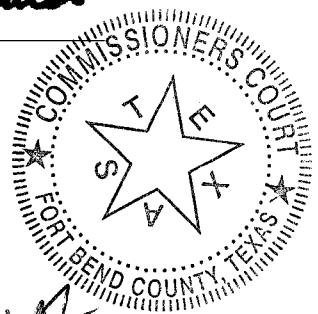
Signature Date: 10-27-2015

ATTEST:

Signature: *Laura Richard*

Printed Name: Laura Richard

Title: County Clerk



APPROVED BY:

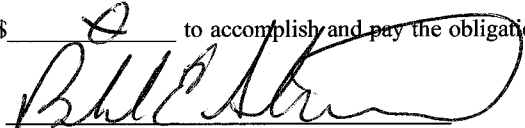
Signature: *Ray Webb*

Printed Name: Ray Webb

Title: Director of Information Technology

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

Exhibit 1 to Order Form Service Level Description

Infrastructure - The services are supported by Best Commercially Reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis.

Technical Change Management – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

Security & Privacy – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.

- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

Scheduled Maintenance – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes best commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee’s users. While most of Infor’s maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee’s primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered “Scheduled Maintenance”.

Availability – Infor’s goal is to provide access to the services at Infor’s Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor’s service level objective is 99.5% Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- **“Scheduled Available Minutes”** are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- **“Available Minutes”** is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- **“Availability”** is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30 day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is 41,160 / 41,280 = 99.7%.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor’s direct control (for example, a network or device failure at Licensee’s site or between Licensee and Infor’s data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor’s direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee’s employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee’s request;
- Outages that result from Licensee’s equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor’s direct control); and
- Performance degradation due to Licensee’s use of the services in excess of the scope of Licensee’s license, usage restrictions, or product limitations outlined in the applicable Agreement.