

#### **MULTI-YEAR COMMITMENT RENEWAL FORM (SUBSCRIPTION SERVICES)**

This Multi-Year Commitment Renewal Form (the "Renewal Form") is subject to the terms of the Subscription License and Services Agreement between Infor Public Sector, Inc. ("Infor") and DeKalb County, GA ("Licensee") with an Effective Date of October 28, 2015 (the "Agreement"). Pursuant to this Renewal Form, the parties are modifying and renewing Subscription Services that were ordered pursuant to certain Order Forms between the parties (the "Order Form(s)"). This Renewal Form shall replace relevant terms of such Order Form(s), and shall define the Subscription Software and Subscription Services, for the Committed Renewal Term set forth below. All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Renewal Form control over the terms of the Agreement and any Order Form(s).

Capitalized terms not defined in this Renewal Form are defined in the Agreement. In the event the capitalized terms in this Renewal 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 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

Effective Date: The date of counter signature by Infor

### The Parties agree as follows:

- 1. Any terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement.
- 2. The parties agree that the Renewal Term shall be extended from 12 months to 36 months ("Committed Renewal Term"). The Committed Renewal Term is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate the Subscription Services or the right to access the Subscription Software prior to the end of such Committed Renewal Term. If Licensee fails to pay Infor any portion of the Subscription Fee for the Committed Renewal Term when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Subscription Fee for the Committed Renewal Term, as increased by the Annual Escalation Percentage Cap, less any portion of the Subscription Fee for the Committed Renewal Term previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide access to the Subscription Software or the Subscription Services, and the Licensee shall remain fully obligated to pay the Damages.
- 3. The Committed Renewal Term applies to access to the Subscription Software set out below and the related Subscription Services:

	Part # (if applicable)	Subscription Software	License Restriction *		Suppo rt Level**
			Quantity	Туре	
1	ION-S-STORAGE	Infor Storage	2	1.0TB	СХТ
2	HDYP-S-CS	Infor Public Sector Suite Dynamic Portal for Customer Service – SaaS ST	1	Enterprise	СХТ
3	HDY-S-L	Infor Public Sector Suite Dynamic Portal for Licensing – SaaS ST	1	Enterprise	СХТ
4	HDYP-S-LPL	Infor Public Sector Suite Dynamic Portal for Planning – SaaS ST	1	Enterprise	СХТ
5	HDY-S-P	Infor Public Sector Suite Dynamic Portal for Permits – SaaS ST	1	Enterprise	СХТ

	I		1	ı	
6	HAN-S-H8AWS	Infor Public Sector Suite Assets Web services - SaaS ST	60	Named Users	СХТ
7	HAN-S-H8BWS	Infor Public Sector Suite Billing Web Services – SaaS ST	60	Named Users	СХТ
8	HAN-S-H8CDR	Infor Public Sector Suite CDR Bundle – SaaS ST	125	Named Users	СХТ
9	HAN-S-H8CDR	Infor Public Sector Suite CDR Bundle – SaaS ST	60	Named Users	СХТ
10	HAN-S-H8CDREB	Infor Public Sector Suite CDR Enhanced Bundle – SaaS ST	69	Named Users	СХТ
11	HAN-S-H8CM	Infor Public Sector Suite Cashiering – SaaS ST	30	Named Users	СХТ
12	HAN-S-HBCS	Infor Public Sector Suite Customer Service – SaaS ST	125	Named Users	СХТ
13	HAN-S-H8CWS	Infor Public Sector Suite – CDR Web Services – SaaS ST	60	Named Users	СХТ
14	HAN-S00311	Infor Public Sector Suite – Open 311 API – SaaS ST	60	Named Users	СХТ
15	HAN-S-MEXC	Infor Public Sector Suite – Microsoft Exchange – SaaS ST	60	Named Users	XTP

For the purpose of the definitions below, Product, Component System and Subscription Software may be used interchangeably.

1.0 TB - "Terabyte" - Represents the number of Storage capacityin Terabytes.

CNU - "Connector User" - Quantity represents the maximum number of individuals who may, directly or indirectly through one or more interfaces or third party applications initiate a query that results in the transmission of data to, through or from the EAM system. Each individual who initiates succh a query needs to have a Connector User License.

DA - "Data Center" - Quantity represents the maximum number of separate data centers having the Component System installed on machines located within it. Each separate data center requires a license. A Datacenter is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all systems reside in one physical place or site.

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 and Concurrent 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.

TECH - "Tech Platform - Allows use of the Infor OS platform technology up to the usage limits for the corresponding service tier (Essentials, Professional, Enterprise) as set forth in the Infor OS Service Limits at https://docs.infor.com/inforos/12.0x/en-ususagelimits\_1\_0/default.html. Use in excess of any usage limit requires a subscription to the appropriate tier or a subscription for an additional quantity of permitted use where applicable.

#### "CXT" = Infor Essential (24X5)/ "CXTP" = Infor Premium (24x7)/"CXTE"= Infor Customer Success Plus program

<sup>\*</sup> If specified in the License Restriction field:

<sup>\*\*</sup>Support Level: : Licensee is eligible to receive the standard support that Infor makes generally available to its subscription customers. Descriptions of the CXT and CXTP Support plans can be found at <a href="http://www.infor.com/cloud/subscription/">http://www.infor.com/cloud/subscription/</a>. A description of the CXTE Customer Success program can be found at <a href="https://www.infor.com/support/customer-success-plus/">https://www.infor.com/support/customer-success-plus/</a>.

# 4. Committed Renewal Term and Subscription Fees

Committed Renewal Term: January 5, 2021 to January 4, 2024

Total Fee for Committed Renewal Term: \$971,399.48

Currency: USD

# 5. Payment Terms

### **Payment Schedule:**

\$314,277.23 (plus applicable taxes) has been paid \$323,705.54 (plus applicable taxes) is payable by 1/4/2022 \$333,416.71 (plus applicable taxes) is payable by 1/4/2023

Licensee shall pay all invoices within 15 days of date of the invoice.

**Invoice Address:** 

DeKalb County Government 120 W. Trinity Place, Room L8

Decatur, GA 30030

Contact name: Aaron J. Kimble

Contact Tel: 404-371-2803

Contact Email: ajkimble@dekalbcountyga.gov

Contact Title: Management Analyst III

**Account ID: 372201** 

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

The foregoing terms and conditions are agreed by the following authorized representatives of the parties:

Infor Public Sector, Inc. Signature	<b>DeKalb County, GA</b> Signature		
Name:	Name:	-	
Title:	Title:		
Date:	Date:		