

K22-871



**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
INFOR PUBLIC SECTOR, INC.**

THIS SECOND AMENDMENT (the “**Amendment**” of “**Amendment No. 2**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Infor Public Sector, Inc. (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of the date of execution by the City.

RECITALS

WHEREAS, on April 6, 2017, the City and the Contractor entered into an Agreement for an Enterprise Resource Planning (“**ERP**”) solution, including implementation and hosting of said solution (the “**Agreement**”);

WHEREAS, the term for the subscription services, as set forth in Exhibit “C”, Order Form, to the Agreement extended from the Order Form Date through one hundred and twenty-three (123) months from the Order Form Date;

WHEREAS, on and effective May 8, 2019 the Parties entered into a first amendment to the Agreement (“**Amendment No. 1**”) to amend the scope of work in order that the Contractor would provide additional resources and extend the “Go Live” date as shown in the Infor Work Order attached to Amendment No. 1 as Exhibit “A”, and to the increase the maximum amount of compensation set forth in Article IV Section B of the Agreement by \$520,000 to a new maximum aggregate amount not to exceed \$8,632,920.32

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term for the subscription services through September 14, 2029, to increase compensation, to reaffirm and/or modify certain terms and conditions; and to otherwise provide with respect thereto.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. Compensation. Article IV, Compensation, of the Agreement is amended, as follows:

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is increased from \$8,652,920.32 by \$2,269,524.37 to a new maximum aggregate amount not to exceed \$10,922,444.69.



- C. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations." Any cost recovery claim brought by the City pursuant to this provision is conditioned upon a material breach by Infor of its obligations under the Infor Work Order or the Agreement and such claim shall be subject to the limits set forth in the Agreement.

2. The Contractor's Obligations.

Article I, Section A, Services, of the Agreement is amended by adding the following subsections:

- a. Provide migration services, including Single-tenant Financials & Supply Management to Multi-tenant Financials & Supply Management, as provided in Exhibit "A" to this Amendment – Infor Services Work Order (the "SWO"); and
- b. Provide Subscription Services, as provided in Exhibit "B" to this Amendment – SaaS Order Form.
- c. Migration from the current document management solution ("MHC") to Infor Document Management, eliminating the need for an interface to MHC for the functions that will be performed by Infor Document Management.
- d. Provide software updates as necessary or required under Infor Support pursuant to EXHIBIT "B" – AMENDMENT NO. 2 - SaaS Order Form;
- e. The multi-tenant version of the software allows for integration of Infor's Coleman and InforGo provided the City has licensed those products however those integrations are not in scope for this SOW

3. The City's Obligations. Article III Section A, Administration, of the Agreement is amended by adding subsection four (4), as follows:

- 4. During the delivery of the Services, as provided in the SWO, which is attached hereto and fully incorporated herein as Exhibit "A", Infor will provide the services remotely, provided, however, that in the City's sole discretion, the City may request



that the Contractor provide in-person services during the kick-off and/or go-live and/or in the event that the City determines there to be issues which can't be resolved remotely. Per the SWO, the City will pay for the Contractor's travel expenses, provided, however that adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the Contractor's invoices and all original documentation supporting the invoices shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

4. **Subscription Services Term.** Article IV Section B, Subscription Services Term, of the Agreement is amended, as the term for subscription services will continue as provided in Exhibit "B" to the Amendment, which extends the term for subscription services through September 14, 2029.

5. **Order of Documents.** Article X Section B of the Agreement is deleted in its entirety and replaced, as follows:

B. **Order of Documents.** In the event of any conflict between the provisions of this Agreement, as amended, and any incorporated documents, the terms and conditions of the documents will apply in this order: Amendment No. 2, Exhibit "A" to Amendment No. 2 – SWO, Exhibit "B" to Amendment No. 2 – SaaS Order Form, Amendment No. 1, Exhibit "A" to Amendment No. 1 – Work Order, the Agreement; Exhibit "A" to the Agreement - Work Order; Exhibit "C" to the Agreement - Order Form; Exhibit "B" to the Agreement - Subscription License And Services Agreement. This provision shall explicitly supersede any provisions in Exhibits "A" and "B" to Amendment No. 2, Exhibit "A" to Amendment No. 1, and/or Exhibits "A", "B", and/or "C" to the Agreement, regarding the superiority of their terms, and/or any provisions therein asserting that those documents comprise the entire agreement between the City and Contractor. This provision shall further explicitly nullify any and all provisions in any exhibit or otherwise incorporated document hereto which attempt to impose indemnity obligations on the City.

6. **Living Wages.** Article XIII, Living Wages, is deleted in its entirety and replaced, as follows:

ARTICLE XIII – LIVING WAGES

A. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.



B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");

2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Living Wage. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;

2. \$13.25 per hour for any work performed on or before December 31, 2022;

3. \$15.00 per hour for any work performed on or before December 31, 2023; and

4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave



received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

XII. PERFORMANCE MEASURES

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).



B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, and the applicable cure period, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law.

ARTICLE VII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with



those provisions.

D. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

7. Convicted Felon Statement. The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

8. Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

9. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

10. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

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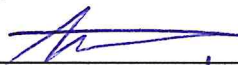
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

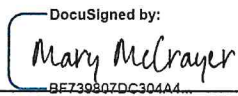
Executed on this 26th of August, 2022

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorish

INFOR PUBLIC SECTOR, INC.

BY:  Mary McCrayer 22 August 2022 | 18:16:40 EDT
BE73980ZDC304A4
Senior Manager

FEDERAL TAX I.D.

[EXHIBIT(S) "A" AND "B" CONTAINED ON THE NEXT PAGES]

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EXHIBIT "A" - AMENDMENT NO. 2 - Infor Services Work Order

Migration: Single-tenant Financials & Supply Management to Multi-tenant Financials & Supply Management



CITY OF NEW ORLEANS

Submitted by:
Helen Dawson, Sr. Client Partner
813- 334-3071
Helen.dawson@infor.com

April 25, 2022

This Work Order is Infor's Confidential Information (as defined in the Services Agreement (defined herein). Customer agrees to treat such Confidential Information in accordance with the Services Agreement.



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Introduction

SERVICES WORK ORDER

This Services Work Order ("Work Order") is subject to the Software Services Agreement between Infor Public Sector, Inc. ("Infor") and City of New Orleans ("Customer") with an effective date of 4/6/2017 (the "Services Agreement"). Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order have control over the terms of the Services Agreement. For purposes of this Work Order, "Project" means the Services project described in this Work Order.

The rates and prices stated in this Work Order are only applicable for the Services expressly described in this Work Order. This Work Order and any Change Order (as defined in **Project Change Control Process** section), approved under this Work Order, define the scope of work to be performed by Infor and Customer including their respective roles and responsibilities. Infor is under no contractual obligation to provide any other Services not identified within this Work Order or any Change Order.

The scope, effort, and rates specified in this Work Order are subject to change if not signed by Customer on or before: **May 31, 2022**.

Effective date of this Work Order:	Upon signature by both parties
Work Order Number:	OP-04151899
Prepared By:	Helen Dawson
Project Name:	FSM Migration to Multi-tenant CloudSuite

1.0 Project Overview

The purpose of this Project is to migrate the following Infor existing in production business applications to Infor CloudSuite Public Sector (collectively, referred to as "Software in Scope"):

- v11 Single-tenant Financial Management
- v11 Single-tenant Supply Chain Management
- v11 Single-tenant Human Resource Management (shell only)
- v11 Infor BI

These production systems and database(s) will be migrated from an existing Infor v11 production environment to Infor CloudSuite Public Sector as:

- Infor Financials and Supply Management (FSM) (multi-tenant).
- Infor HR Talent (HRT) -Global HR (multi-tenant).

Customer will also be implementing new modules of business applications or optimizing existing modules of applications as defined in the Project Scope sections of this Work Order.

Migration of Infor OS and Infor Document Management are included in scope.



1.2 Project Schedule and Timeline

Total Project duration is estimated to be 12 months (inclusive of Go-Live Support as defined in **Go-Live Support Scope** section) for all Project waves.

Project waves are implemented sequentially. The estimated timeline for each Project wave is as follows:

- Project wave 1: 3 months
- Project wave 2: 9 months

The graphic below depicts the estimated Project timeline with key tasks by Project wave.

Wave 1			Wave 2								
Jul-22	Aug-22	Sept-22	Oct-22	Nov-22	Dec22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Fund Accounting			Single-Tenant to Multi-Tenant FSM Migration								
	App Studio Reports										
	Replace MHC with IDM										

Project Schedule and Timeline Assumptions and Obligations:

1. This Work Order assumes a Project start date for each Project wave to be mutually agreed upon by the parties. Any delay of the start date impacts the availability of Project resources, the final production Go-Live date, and requires further discussion to agree on the Project timeline. "Go-Live" means the first-time Customer uses the Software in Scope to process data in Customer's live production environment.
2. During Project Initiation for each Project wave, Customer and Infor will meet to finalize activities required to accomplish the objectives of that Project wave and develop a Project plan, schedule and final Project timeline.

2.0 Project Scope

The scope of the Project is based on information given to Infor by Customer and the key assumptions detailed in this Work Order. Any changes to the information provided or deviations from the assumptions may result in revisions to scope via the Change Control Process as defined in the **Project Change Control Process** section of this Work Order.

2.1 Subscription Software Implementation

2.1.1 FSM Project Scope

1. Wave 1
 - a. In current single-tenant environment, Infor will assist customer implement and test the Fund Accounting feature.



- b. In current single-tenant environment, Infor will provide up to one hundred (100) hours of assistance to: better utilize existing reporting solutions or create custom reports if the Infor resource determines there is a functional gap.
- c. In current single-tenant environment, Infor will implement Infor Document Management (IDM) to replace MHC functionality.
 - i. Document types in scope:
 - 1. Purchase Orders
 - a. Printing
 - b. Email
 - 2. Paper Checks
 - a. Printing for one bank account
 - b. Check Images to be stored and indexed by invoice or Cash Ledger Transaction and vendor and/or payee
 - 3. Positive Pay
 - a. Transmission via IPA using standard Positive Pay format to Chase Bank
 - 4. ACH
 - a. Transmission via IPA using standard ACH format to Chase Bank
 - 5. Remittance Advice
 - a. Printing
 - b. Email
 - c. Remittance Advice Images to be stored and indexed by invoice and vendor
 - d.
 - 6. Project Invoices
 - a. Printing
 - b. Email
 - c. Invoice images to be stored and indexed by Project/Grant
 - 7. Payables Invoices
 - a. Images
 - 8. Receivable Invoices
 - a. Printing
 - b. Invoice Images to be stored and indexed by Receivable and Customer
 - 9. Contracts
 - a. Contract image scope is limited to standard delivered image storage only. Infor will assist Customer creating a recurring data extract to send to a SFPT server where Customer will then be fully responsible for loading to their own database and public web page.



2. Wave 2

- a. Migration from single-tenant to multi-tenant only covers like-to-like business functionality. All new or modified functionality, unless explicitly covered in this Work Order, is out of scope.

2.1.2 Human Resources (HR) Project Scope

1. Wave 2

- a. Migration from single-tenant to multi-tenant only covers like-to-like business functionality. All new or modified functionality, unless explicitly covered in this Work Order, is out of scope.
 - i. Scope limited to GHR shell only.

2.2 Organizational and Geographic Scope

All Project activities are conducted either remotely or at a Customer site at Infor's discretion for the following Customer locations and/or business units ("Organizational and Geographic Scope"):

Country/Location	Customer Business Unit	Comments
New Orleans, LA	City Hall	

Organizational and Geographic Scope Assumptions and Obligations:

1. Customer will coordinate and support communication with all Customer locations and/or business units as necessary.
2. Implementation effort for any locations not listed in the above table are out of scope.
3. Project and documentation language is English only.
4. The Services are provided exclusively in compliance with current legal requirements (e.g., COVID 19).

2.3 Data Migration and Conversion

2.3.1 Data Migration Scope

"Data Migration" means the efforts associated with the analysis, cleansing, mapping, loading, transforming, validating and reconciling of current or historical data from prior Infor systems into current Infor systems whether by manual or programmatic methods.

The Data Migration activities identified below are in scope.

Activity	Responsible	Assumption*	Description
Map Chart of Accounts (COA) structure	Customer with Infor assistance	Infor mapping tools will be used.	Customer, with Infor assistance, will map accounts and accounting units from the existing General Ledger COA to a newly created COA. Customer will have final approval on any CoA changes as well as all other potential code changes.
Map GHR structure	Customer with Infor assistance	Infor mapping tools will be used.	Customer, with Infor assistance, will map HR structure from existing HR Company to GHR.



Activity	Responsible	Assumption*	Description
Data cleansing	Customer	Infor will provide limited advice.	Customer is responsible for all data cleanup necessary for the migration/conversion (date formats, missing nulls, etc.).
Pre migration steps	Customer	Infor tools and templates will be used.	Customer to complete pre migration steps for each data migration pass.
Post migration steps	Infor	Infor tools and templates will be used.	Infor to complete post migration steps for each data migration pass.
Data validation and rationalization	Customer	Customer will be advised at the appropriate time in the Project plan to be able to make good decisions on the validation and rationalization of the migrated data.	All data fields will be reviewed by the appropriate qualified Customer business owner to ensure that data is accurate and meets the business requirements.
Test data within critical business processes	Customer	Customer business owners have been trained in the Infor application.	Customer business owners will test the critical business processes.

***NOTE: The table below was reprinted from Infor KB 2213690. Refer to this KB for additional information concerning Data Migration Factor:**

Task	Assumption	Description
Data Migration Passes	Infor DMF migration tools will be used (subject to the Exclusions and Assumptions below). Customer is responsible for: • data mapping • pre and post migration steps • data verification, rationalization and validation • data testing within critical business processes	5 Data Migration Passes: • 3- test passes • 1- mock go-live pass • 1- production pass
Data Migration Workshop	DMF will coordinate this activity in accordance with customer project schedule.	One (1) Data Migration Workshop up to two (2) hours in duration to review data migration process, project schedule, and



Task	Assumption	Description
		DMF and customer tasks and responsibilities.
Migration Server deployment	DMF will use a secure development server to execute the migration.	DMF will provision migration server based upon the migration scope.
Source data export	DMF to receive source data extract from existing v9 or v10 server.	DMF will coordinate the steps to export source data from customer server.
Import mapping, preparation and readiness	DMF to provide mapping templates required for data migration. Customer is responsible for completion.	DMF will provide mapping templates to Customer to complete. Once completed, DMF will load the mappings on the migration server and confirm migration readiness.

2.3.2 Data Conversion Scope

"Data Conversion" means the efforts associated with the analysis, cleansing, transformation/mapping, loading and reconciling of current or historical data from prior Infor or non-Infor systems into current/new Infor systems, whether by manual or programmatic methods. The Data Conversion activities identified below are performed for the in scope Data Conversions.

A listing of all in scope Data Conversions for which Infor is responsible is provided in **Exhibit 2: Data Conversions**.

Infor will assist Customer map MHC images to IDM.

Data Conversion Scope Assumptions and Obligations:

1. Customer will develop, manage and execute a plan for Data Conversion in accordance with the Project schedule.

2.4 Data Archiving Scope

"Data Archiving" means the efforts associated with the identification and migration of inactive historical data from a prior Infor production system into a long-term storage and retrieval solution whether by manual or programmatic methods.

Customer needs a data archival solution in the cloud (multi-tenant platform) using DataLake for purposes of long-term data storage. Data retrieval will be accomplished using the tools available in the Data Lake Compass, query builder, JDBC, and API abilities. Additionally, data will be available in BIRST.

Data Archiving Scope Assumptions and Obligations:

- Technical planning for the migration



- Knowledge transfer / train the trainer on JDBC connector and query tools for accessing data
- General support/Q&A for Customer
- Customer is responsible for testing and data validation
- The data to be migrated to the DataLake is in CSV format.
- The Data Lake is part of the MT CloudSuite Solution.

2.5 Reports, Interfaces, Customizations, Extensions (“RICE”) Scope

Infor will move functioning RICE objects identified in Exhibit 3: RICE. RICE development does not include effort to re-engineer business processes. Where necessary and as determined by Infor, Infor will be responsible for modification of objects provided in Exhibit 3 to function in the multi-tenant environment. Inactive or unused objects will not be migrated to the new multi-tenant environment.

Customer is responsible for duplicating functionality for RICE elements not included in Exhibit 3: RICE.

A listing of in scope RICE objects is provided in Exhibit 3: RICE with assigned responsible party.

2.5.1 RICE Responsibilities

RICE Scope Assumptions and Obligations:

1. Customer is responsible for ensuring that all Customer-responsible development items are accurate and is responsible for data validation efforts associated with all testing.
2. Only Infor approved tools and file formats will be used for RICE development (e.g., Infor Process Automation, Software Development Kit, Mongoose, Spreadsheet Designer).
3. Infor-delivered (“Standard”) Reports and data access is used in all cases where available.
4. Customer provides access to any environment, data, and systems as necessary to test RICE.
5. Customer co-ordinates with third party vendors to coordinate with testing schedule.

2.5.2 Infor Analytics for CloudSuite Scope

Infor Analytics for CloudSuite (Infor Analytics) includes prebuilt dashboards with visualizations and reports for the Software In Scope. Infor custom Analytics are out of scope.

Infor to provide the following:

Task	Assumption(s)	Description	Deliverable
Executive Alignment Workshop	One (1) Workshop	Executive Alignment Workshop to review: a) Analytical goals b) Areas of business focus	Executive Alignment output document



Task	Assumption(s)	Description	Deliverable
		c) Primary use cases for business areas and prioritization d) Critical Key Value Indicators (KVI) and reporting attributes e) "Must haves" for Project Participants: Key Customer Executive stakeholders	
Analytics planning Meeting	One (1) Analytics planning meeting	Introduce plan and schedule for in scope Infor Analytics. Participants: Key Customer stakeholders	Recap email and wrap up document encompassing all notes taken in meeting
Dashboard Roles Overview Session(s)	One (1) overview session per business application	Session(s) topic(s): Overview of the pre-configured Ming.le security roles and related accessibility to dashboards including pre-configured data-level security. Participants: Key Customer stakeholders	Infor Analytics User Security document Session recordings
Data Loads and Validation (TST, TRN & PRD)	Up to eight (8) data loads from Infor source data into Infor Analytics.	Initial and incremental data loads from the source data into Infor Analytics concurrent with four (4) data conversion passes (CRP, SIT, UAT and Go-Live). Pre-defined test scripts are used to validate data accuracy.	Data replication step-by-step document Configured Infor Analytics Solution
Data Load Knowledge Transfer Session (KTS)	One (1) KTS	KTS topic: Customer walkthrough of the data load procedure Participants: Key Customer stakeholders	Recap email
Prebuilt Content Overview Session(s)	One (1) Overview session per business application suite	Overview Session(s) topic(s): High-level walkthrough of Infor Analytics prebuilt, role-based dashboards and reports. Participants: Key Customer stakeholders	Recap email



Task	Assumption(s)	Description	Deliverable
Dashboards & Visualizer Workshop(s)	One (1) Workshop per business application suite	Workshop(s) topic(s): How to create dashboards and reports with Customer data using Infor Analytics Dashboards and Visualizer. Participants: Key Customer stakeholders	Recap email

2.6 Structure Workshops Scope

Structure workshops are out of scope for this Work Order.

2.7 Organizational Change Management Scope

“Organizational Change Management” or “OCM” means the effort related to managing the organizational and people aspects of the Project related to changes in organizational structures, processes, systems and culture, or changes from an existing state to a future state. OCM is a critical Project success factor. Infor recommends OCM be included in Project scope to address any changes in operational processes and/or organizational structure that may impact outcomes of this Project.

OCM is the responsibility of Customer. Infor may separately provide these services in accordance with the Project Change Control Process as defined in this Work Order.

2.8 Education Scope

“Project Team Education” means Infor-led instruction to prepare Project team members to participate in the Project. Project Team Education begins in Inception Phase and concludes in Elaboration Phase of the Project. Infor Project Team Education may include Public or Private Education events, Private Workshops and Self-Directed Learning. The following sections outline the in-scope Project Team Education.

2.8.1 Project Team Training Scope

1.9 Project Team Readiness & Training Scope

“Project Team Readiness & Training Scope” means the efforts related to preparing project team members with the skills and competencies required for their roles on the project and sustaining the solution/system post go-live. The table below outlines the project team training plan within the project scope. The Infor OS Foundations course is designed to provide the attendees with the knowledge they will need to access data within the Infor Data Lake.

Course Title	Delivery Method	Duration (Days)	Attendees
Infor OS Foundations	Public Instructor-led	2	2



Project Team Training Assumptions and Customer Obligations

For Public training, all courses are either delivered at an Infor Training Center or virtually via the Infor WebEx Training Center.

- For Public training held at an Infor location, Customer is responsible for travel and living expenses.
- For Virtual Public training, Customer provides attendees with computer workstations with internet access and headsets or a private room during class time.

2.8.2 Project Team Workshops Scope

Project team workshops are out of scope for this Work Order.

2.9 End User Training Scope

"End User Training" or "EUT" means the efforts related to designing, developing, and delivering training to Customer end users impacted by the Project. EUT is conducted during Transition Phase of the Project. EUT is the responsibility of Customer. Infor may separately provide these services in accordance with the Project Change Control Process as defined in this Work Order.

2.10 Technical Infrastructure and Security Scope

Infor Technical Lead Services are included in this Work Order to coordinate and oversee Project-related technical plans, activities and resources as directed by the Infor Project Manager. The Infor Technical Lead assists the Infor Project Manager in completion of Infor-responsible technical tasks in accordance with the Project schedule.

2.10.1 Technical Infrastructure Scope

Infor will complete Customer-specific system administration tasks to provide an environment for the functional Project team to perform its activities. Activities include the following:

1. verify Simple Mail Transfer Protocol (SMTP) and Security File Transfer Protocol (SFTP)
2. create Customer-specific parameters for in scope business applications
3. create initial setup for Business Object Documents (BODs) and Infor Message Service (IMS)
4. establish Infor Document Management metadata

Technical Infrastructure Scope Assumptions and Obligations:

1. System technology related fees and activities including Software In Scope provisioning and tenant support during the Project are covered by the agreement under which access to the Software In Scope is provided to Customer and are not included in the scope of this Work Order.
2. 3 multi-tenant instances are provisioned for CloudSuite multi-tenant business applications (1 PROD, 2 NON-PROD).
3. Customer will provide all required hardware and software not provided by Infor (e.g., printers, scanners, handheld devices, servers, etc.) and is responsible for ensuring that



hardware and software procurement is completed in accordance with the Project schedule to prevent delays in the Project.

4. Customer is responsible for LAN and WAN administration at Customer's sites.

2.10.2 Security Scope

"Security" means the use of software, hardware, and procedural methods to protect applications from external threats and enforce internal data access policies.

2.10.2.1 Cloud Security/Identity Management

Infor to deliver the following:

1. Security planning and discussions pertaining to the integration with a Customer-owned Identity Provider ("IdP") and the use of Certificate Authority ("CA")-signed certificates.
2. Security-Federation of certified IdP with Ming.le CE. Includes the following:
 - a. Configuration of IdP.
 - b. Configuration of service provider.
3. User Provisioning - Identification of the IdP or 3rd party System for Cross-domain Identity Management (SCIM) 2.0-compliant application to be configured for SCIM. Setup and configure SCIM to be used for synchronizing of user accounts between Customer Identity Store (i.e. Active Directory) and Ming.le CE (Cloud MT).

2.10.2.2 User Security

Infor will assist Customer migrate existing security roles from single-tenant environment to multi-tenant environment. Infor will also assist Customer in any post-migration testing and clean-up of security roles.

Infor will implement standard Birst security roles.

Security Scope Assumptions and Obligations:

1. Customer has completed Infor Security Education
2. Customer is responsible for ensuring that all security designs and implementation meet or exceed Customer's security, regulatory, and audit requirements.
3. Customer is responsible for security and administration of user IDs.
4. Customer IdP is Security Assertion Markup Language ("SAML") 2.0-compliant.
5. Customer does not use a third party IdP that is SCIM 2.0-compliant for SCIM purposes.
6. Customer provides a server to run Integrated File System ("IFS") Standalone software if IdP is not SCIM 2.0-compliant.
7. Security requirements included in scope are limited to the standard capabilities of Infor Software.

2.11 Functional Testing Scope

Infor Deployment Method testing encompasses a key set of testing tasks that span across multiple Infor Deployment Method Phases and include but is not limited to the following:

- test planning
- editing of test scripts
- execution of test scenarios/scripts
- triage and documentation of test results
- test sign-off
- testing criteria will be mutually agreed upon by Infor and Customer

The following table describes the testing in scope for this Project, along with test-related roles and responsibilities:



Functional Test	Responsible	Assumption	Description
System Integration Test	Customer-led with Infor support	1 test iteration	"System Integration Test" or "SIT" means formal testing of in scope Software business processes with other Infor and non-Infor systems using prepared test scenarios and scripts. Customer validates end to end business processes function as required.
User Acceptance Test	Customer-led with Infor support	1 test iteration	"User Acceptance Test" or "UAT" means formal testing of in scope Software business processes with other Infor and non-Infor systems using prepared test scenarios and scripts to confirm Software is ready to deploy into production. UAT is performed by Project Team and Customer End Users after predecessor testing tasks are complete and functionality and required business processes validated by Customer.

Testing Scope Assumptions and Obligations:

1. Infor provides knowledge transfer to develop the overall test strategy and plans.
2. Infor conducts test preparation workshops prior to each testing cycle to describe the testing process, including roles and responsibilities, acceptance criteria, documentation requirements and issue resolution (refer to Impact Events).
3. Infor and Customer jointly develop, and Customer maintains the test script log.
4. Customer Project team is responsible for validating the existing standard IA test scripts and creation of additional test scripts as necessary.
5. Customer Project team is responsible for reviewing the results from the executed test scripts and validation of acceptance criteria.
6. Customer and Infor jointly document issues.

2.12 Go-Live Support Scope

"Go-Live Support" means the work required to complete the cutover, Go-Live, and post Go-Live tasks. "Go-Live" means the first-time Customer uses the Software In Scope to process data in Customer's live production environment.

Go-Live Support Scope Assumptions and Obligations:

1. 2 Go-Live events (1 Go-Live event for each Project wave).
2. Go-Live support is as follows:
 - a) Project wave 1: up to 5 days
 - b) Project wave 2: up to 5 days
3. Customer provides the front line support and Infor assists when issues need to be escalated for resolution. At customer discretion, Infor will provide on-site technical resources for the go-live period for each wave.
4. If Customer is not ready to Go-Live upon completion of the Services described in this Work Order for each Project wave, additional Services and training and associated fees may be required in accordance with the 3.4 Project Change Control Process as defined in this Work Order.



3.0 Governance

“Project Governance” means the framework, functions and processes that guide Project management activities.

3.1 Partnership

Recognizing that the Project success can only be achieved through full collaboration, the parties agree to share Project responsibilities as defined herein. Each party will perform its assigned responsibilities and tasks. Customer shall support Infor in the execution of the contract free of charge to Infor. In particular, the parties shall provide the necessary documents and information and perform all other Project activities agreed upon or required between the parties in accordance with the Project schedule.

3.2 Project Sponsorship and Executive Involvement

Customer assigns a Project Sponsor and designates a Customer Steering Committee for the Project. “Steering Committee” means minimally the Customer Project Sponsor, Customer Project Manager and Customer Core Team Members responsible for or directly impacted by the Project. The Infor Project Manager will participate in Steering Committee meetings. The Project Sponsor and Steering Committee provide Project leadership and decision-making, including:

- 1) set goals and scope of Project
- 2) communicate Project directives and objectives to the Project Team as well as to internal and external Project Stakeholders
- 3) resolve issues escalated by the Project Managers and Project Stakeholders.
- 4) designate and assure commitment of resources throughout the Project.
- 5) establish Project priorities and approve/reject changes to Project scope.

3.3 Project Management

“Project Management” means the application of knowledge, skills, tools, and techniques to Project activities to meet the Project requirements. Customer and Infor each assign Project Managers to plan and execute the Project in accordance with the terms of this Work Order and provide Project leadership, Project Team support and decision-making. Customer and Infor Project Managers co-chair the Project Team which meets either weekly or as agreed upon by the parties. The “Project Team” means minimally the Customer business and technical process owners/leads and Infor business and technical leads. Specific Project Roles are defined in **Exhibit 1: Project Roles**.

RCI Matrix Codes

Responsible: The project resources who perform the work to complete a task or work product.
Consulted: The project resources whose opinions are sought through two-way communication.
Informed: The project resources who are notified about the completion of the task or work product.



Task	Infor	Customer
Manage, monitor, and control the Project budget and scope	R	R
Develop and maintain the Project Management Plan.	See Project Management Plan below	See Project Management Plan below
Assign and schedule respective party's Project resources	R	R
Oversee respective party's Project activities and deliverables	R	R
Report Project-related status and activities as required by the respective parties	R	R
Manage risk and issue resolution process.	C	R
Review and accept Project deliverables.	C	R

3.3.1 Recommended Meeting Schedule

Governance Committee	Weekly	Monthly	Recommended Agenda Topics
Steering Committee		X	- Project follow-up - Project waves and budget validation - Change order validation (if required) - Arbitration - Key decisions
Project Team	X		- Project review and status reports - Activities and scheduling validation - Key decisions - Change order management and validation - Issues and risks follow-up - Resources follow-up (issues, allocation, training) - Escalation process management

3.3.2 Project Management Plan

“Project Management Plan” (“PMP”) means a formal approved document that defines how the Project is executed, monitored, and controlled and is composed of baselines and subsidiary plans. A PMP is developed collaboratively by the Infor and Customer Project Managers. It is agreed upon in writing by the parties and maintained and updated weekly or as otherwise



necessary, and mutually agreed upon in writing throughout the course of the Project. The PMP includes the following subsidiary plans:

PMP Subsidiary Management Plan	Definition	Infor	Customer
Scope Management Plan (SCP-040)	Documents how the Project scope is defined, executed, controlled, accepted, and closed.	R	C
Schedule Management Plan (SCH-040) (.mpp format)	Baseline Project schedule. Plans the Project schedule throughout the Project. Provide updates as required.	R	C
Cost & Financial Management Plan (CST-030)	Documents how Project cost and financial management is performed, controlled, and closed. Provide updates as required.	R	C
Communications Management Plan (COM-010)	Documents how the Project approaches, performs, and controls Project communications based on the information needs and requirements of Customer, Project Team members and Project Stakeholders.	C	R
Risk Management Plan (RSK-020)	Documents how the Project identifies, assesses, manages, and controls Project risks. Provide updates as required.	C	R
Issue Management Plan (ISS-010)	Documents how the Project identifies, assesses, manages, and controls Project issues. Manage and update the issue log as required	C	R
Stakeholder Management Plan (STK-030)	Documents how the Project approaches, manages, and controls Project Stakeholder engagement based on Project Stakeholder interest and potential impact on Project success.	C	R
Project Document Management & Version Control Plan (IPM-080)	Documents how the Project manages version control and stores the various documents created by the Project.	C	R



3.4 Project Change Control Process

Project Change Control Process: Changes that arise during the proposed Project will be managed using this “Project Change Control Process”. Changes may include, but are not limited to, changes in costs, schedule/timeline, scope, or deliverables. .

The Project Change Control Process will be followed before any unplanned or out of scope work is performed. Any additional effort/costs shall be established by following this Project Change Control Process:

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request (IPM-140) (“Change Request”). In the case of a Customer-initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and will determine the impact to the Project cost and timelines. If Resources Roles needed for the contemplated additional Services are not included in the Service Fees specified in **Service Fees** section of this Work Order and are requested by Customer, the rate for such Resource Roles will be established at that time based on Infor's then current rates.

Infor shall provide Customer a written statement (“Change Response”) describing in detail:

- 1) Any additional Services to be performed because of the Change Request.
- 2) The estimated fee associated with such additional Services.
- 3) Any other information relating to the Change Request that may reasonably be requested by Customer.

Customer shall respond promptly to any Infor-initiated Change Request. If Customer approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a “Change Order.” Any duly executed Change Order shall be deemed an amendment to this Work Order. The Infor effort required to prepare and process the Change Order is not billable to Customer.

The Infor Project Manager and the Customer Project Manager shall administer any approved Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If Customer rejects an Infor-initiated Change Request, or any Change Response, Infor and Customer shall proceed to fulfill their obligations as originally agreed under this Work Order.

Governance Assumptions and Obligations:

Infor may conduct onsite quality assurance reviews over the course of the Project at no charge to Customer. Customer is invited to participate in the reviews if they are conducted. Infor will provide verbal debriefs to Customer following each review.

4.0 Project Deliverables

The Project deliverables/tasks for the following Project Scope areas are found in their respective sections in this Work Order.

Project Scope Area	Work Order Section
Project Management	Project Management
Data Migration	Data Migration Scope



Project Scope Area	Work Order Section
Data Conversions	Data Conversion Scope
RICE Development	Reports, Interfaces, Customizations, Extensions ("RICE") Scope
End User Training	End User Training Scope

4.1 Deliverable Acceptance

Upon completion of any Infor deliverable Infor shall provide notice of the completion to the Customer. Customer has five (5) business days after Infor's submission of such deliverable ("Acceptance Period"), to give Infor a detailed written notice specifying any deficiencies of such deliverable against the description for such deliverable specified in this Work Order and/or acceptance criteria mutually agreed upon by Infor and Customer in writing. Deficiencies must be substantive in nature. Documentation related items such as: Font, style, spacing, headings, page numbers, and table of contents are not considered deficiencies. If provided such notice, Infor shall use reasonable efforts to promptly cure any agreed deficiencies. After completing such cure, Infor shall resubmit the deliverable for Customer review as set forth above with a new 5-day Acceptance Period from the date of such resubmission. Customer's acceptance shall be in writing; however, if Customer fails to provide written notice of any deficiencies (or written acceptance) within the Acceptance Period, as provided above, such deliverable and all associated activities shall be deemed conclusively accepted at the end of the Acceptance Period.

5.0 Project Roles

Infor and Customer will complete a detailed Project staffing plan during Inception Phase of the Project. Project Roles are defined in **Exhibit 1: Project Roles**.

Project Roles Assumptions and Obligations:

1. All Project timelines set forth herein are subject to timely provision of Customer resources and performance of obligations.
2. Infor-responsible Project tasks are performed primarily remotely. Customer shall ensure Infor has adequate remote access to Customer's network and systems as necessary to perform such Project activities.
3. As deemed necessary by the Infor Project Manager and Customer Project Manager, the Project Team, including Infor and Customer team members, shall be co-located at a single Customer location for all onsite Project work. Customer will provide adequate office facilities to all Project team members assigned to the Project team for any onsite work.
4. Customer will assign highly experienced resources for all in scope business, geographic, functional and technical areas for the duration of the Project. These resources are authorized to define requirements for their respective areas and empowered to make process and policy decisions, including deliverable signoffs, and engage other Customer



SME's as needed. Customer will ensure these resources are identified in advance and are available to participate in meetings, workshops and test events as defined in the Project schedule.

5. Infor's staffing requirements are determined solely by Infor. Infor may also, at its sole discretion, use subcontractors in performing Services under this Work Order, and in all cases will remain subject to the obligations hereunder.
6. If Customer is dissatisfied with the work-product of Infor-provided personnel the customer may request a replacement. Infor will make all reasonable effort to provide a suitable replacement in a timely fashion.
7. If Customer decides to assign non-Customer personnel to the Project team, Infor will be able to rely upon these team members to represent Customer and have authority from Customer to make decisions on behalf of Customer; provided, however, Customer shall cause all such non-Customer personnel, prior to obtaining access to the Software In Scope or any other Infor confidential or proprietary information, to execute a non-disclosure agreement that protects Infor's Confidential Information to the same extent as Customer is bound to Infor for protection of such Confidential Information. Customer is responsible for any breach of such confidentiality agreement by such non-Customer personnel as if Customer committed such breach.
8. Customer will coordinate facilities and availability of Customer resources for all required testing of the Software In Scope prior to deployment.
9. Customer will be responsible for logging incidents with Infor Support.

6.0 General Project Assumptions and Obligations

1. Software In Scope referenced herein is subject to the terms of the Infor Software Agreement between the parties and nothing herein shall serve to modify such terms or expand the scope of the Software in Scope granted thereunder.
2. Access to Software In Scope must be purchased through an Infor Software Agreement.
3. Customer will have an Infor Software Agreement for the duration of the Project for all Software In Scope referenced in this Work Order.
4. Customer acknowledges that any delays or changes caused by Customer, Customer's employees, equipment, contractors, or vendors may require an extension in the Project schedule and cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Customer has supplied to Infor; (b) failure by Customer to perform any of its respective responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Customer.
5. Customer warrants that it has the legal right to use all third party products used by the Project Team, and to permit Infor to use those third party products to the extent necessary to provide services, and that all support/maintenance agreements for those products are in good standing.
6. Customer must be active on Infor support for all Infor Software In Scope being implemented.



7. Customer provides Infor Project team member's access to any Customer software required to perform Infor's work on the Project at no additional cost to Infor.

7.0 Service Fees

Billing and payment are not dependent or conditioned on delivery or acceptance of deliverables contemplated herein or any other deliverables. Infor will invoice Customer for all fees and expenses due hereunder ("Service Fees") in accordance with the details below. Service Fees do not include applicable taxes, which are added to each invoice.

7.1 Service Fees Summary

Service	Service Fee
Fixed Fee	\$993,481.00
*Migration Services Credit	\$320,000.00
Grand Total Service Fees	\$673,481.00

7.2 Service Fees

Customer agrees to pay Infor fees of \$673,481.00 USD for the fixed Service Fees described in this Work Order.

Infor will invoice Customer for all fixed Service Fees and applicable charges, on a **monthly basis**, in accordance with the Monthly Milestone Payment schedule(s) below.

Customer shall pay such fees as set forth below:

Milestone Payment schedule		
Fixed Service Fee	Monthly Milestone Payment	Fixed Service Fee (Currency)
Fund Accounting App Studio Reporting Replace MHC with IDM ST to MT FSM Migration Data Archiving	1- \$65,000	
	2- \$65,000	
	3- \$65,000	
	4-\$65,000	
	5-\$65,000	
	6-\$65,000	
	7-\$65,000	
	8-\$65,000	
	9-\$65,000	
	10 - \$62,915	
	11-\$25,566	
Fixed Service Fees Total		\$673,481

7.2.1 Project Placed on Hold

Any action taken by Customer that stops, halts, significantly redirects or places the Project "on hold" will trigger the following actions by Infor:

- Any outstanding fixed fee Service Fee invoices will become immediately due and payable.



2. Infor will issue additional invoices covering all hours of work performed since the start of the Project, plus expenses incurred and or/not cancellable, less the value of invoices already issued. All invoices will be due and payable within days30 of the date on the invoice.
3. Placing a project "on hold" must be done in writing by Customer.
4. Placing a project "on hold" for more than ninety (90) days may require the parties to negotiate a new Work Order.



7.3 Service Fees Assumptions and Obligations

Service Fees Assumptions and Obligations:

1. **Payment Terms:** Customer will pay Infor the amount due in each invoice within 30 days of the date on the invoice. This payment obligation is non-cancelable, and the amounts are non-refundable.
2. **Travel and Living Expenses:** The parties agree that travel and living expenses incurred by Infor in connection with providing the Services, if applicable, are not included in the Service Fees stated herein and are in addition to such Service Fees and are billed separately as they are incurred and in accordance with Infor's travel policy.
3. **Change Order Billing:** Any amendments to this Work Order must be outlined in a Change Order in accordance with the **Project Change Control Process** as defined in this Work Order. Service Fees for consulting deemed outside the scope of this Work Order will be billed on a time and materials basis at current list rates.
4. **Staff and Mobilizing the Project Team:** After the parties' execution of this Work Order, it typically takes two (2) to four (4) weeks to schedule and mobilize applicable Infor resources for the Project. Actual time for this effort varies depending on the number and type of consultants required, and scheduling and mobilization usually includes, but is not limited to, the following activities: (a) developing an estimated Project schedule; (b) further defining and confirming resource loads; (c) reviewing proposed Project staffing and estimated hours with Customer's Project Sponsor; and (d) confirming and scheduling Project kick-off. The foregoing will be taken into consideration when the parties are agreeing upon the scheduling of the start date of the Project.

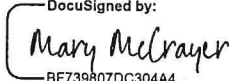


Signature

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

INFOR: Infor Public Sector, Inc.

CUSTOMER: City of New Orleans

Signature:  _____
BF739807DC304A4...

Signature: _____

Printed Name: Mary McCrayer

Printed Name: _____

Title: Senior Manager

Title: _____

Address: _____

Address: _____

Address: _____

Address: _____

Signature Date: _____

Signature Date: _____

22 August 2022 | 18:16:40 EDT

Invoices MUST be mailed to: _____

Delivery Address: _____

If different from above

Company Name*: _____

Company Name: _____

Contact Name: _____

Contact Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email Address: _____

Email Address: _____

*If billing entity is different from "Customer", then, for the avoidance of doubt, Customer agrees that it remains responsible for the payment of all fees agreed in this Work Order in the case of nonpayment by billing entity.

Exhibit 1: Project Roles

1.1 Customer Project Roles

The following table lists **Recommended** Customer Project Roles in accordance with Customer-responsible tasks and deliverables as defined in this Work Order. Refer to **Project Roles** section of this Work Order for Project Roles assumptions and obligations. Refer to **Project Deliverables** section of this Work Order for Customer-responsible tasks/deliverables.

Customer Project Role	Role Description	Team
Project Sponsor	Executive responsible for Project. Chairperson of the Customer Steering Committee which meets monthly or as agreed upon by the parties. Refer to Governance section of this Work Order for further details.	Steering Committee
Project Manager	Person assigned by Customer to lead the Customer team and collaborate with the Infor Project manager to execute the Project in accordance with the terms of this Work Order. Refer to Governance section of this Work Order for further details.	Project Team
Business Process Owner	- Plans and designs enterprise-wide solution in conjunction with Infor Solution Architect - Provides support to other Project Team members - Provides in-depth knowledge of functional and/or technical area. - Responsible for business process design, configuration and testing. - Validates business processes meet Customer business requirements. - Documents and communicates business process changes, including policies and procedures. - Works with Education Program Manager to conduct or assist with EUT. - Works with OCM Lead to ensure change adoption within area of responsibility.	Project Team
Subject Matter Expert ("SME")	- Provides in-depth knowledge of specific business processes and/or technical areas. - Validates and tests business process design, configuration and system performance. - Deliver technical and functional specifications for RICE when Customer responsibility - Develops and tests RICE when Customer responsibility - Works with Education Program Manager to conduct or assist with EUT. - Works with OCM Lead to ensure change adoption within area of responsibility.	Project Team
IT Operations Staff	- Responsible for user security, administration and support. - Works with Infor Cloud Operations in accordance with the Infor Software as a Service (SaaS) Delivery Guide. - Manages and maintains on-premise servers and infrastructure where applicable	Project Team
OCM/EUT Lead	- Leads all OCM work and associated deliverables - Works with Project Manager to integrate OCM activities with other Project tasks and identify, track, and mitigate OCM-related risks. - Ensures EUT training deliverables are met and EUT training is properly coordinated and executed	Project Team

1.2 Infor Project Roles

The following table lists the Infor Project Roles that may be included in the Project in accordance with **Infor-responsible** tasks and deliverables as defined in this Work Order. Refer to **Project Roles** section

of this Work Order for Project Roles assumptions and obligations. Refer to **Project Deliverables** section of this Work Order for Infor-responsible tasks/deliverables.

Infor Project Role	Role Description	Team
Delivery Executive	Infor Executive Sponsor with Project oversight. May participate in Steering Committee Meetings. Refer to Governance section of this Work Order for further details.	Steering Committee
Project Manager	Person assigned by Infor to lead the Infor team and collaborate with Customer Project Manager to fulfill the Project Deliverables defined in this Work Order. Refer to Governance section of this Work Order for further details.	Project Team
Project Manager (Technical)	Leads technical strategy and execution in conjunction with Customer Technical Lead	Project Team
Solution Architect	Plans and leads solution configuration in conjunction with Customer Project Team. Provides guidance to other Project Team members.	Project Team
Consultant (Functional)	Defines requirements, configures in scope business processes to validate configuration in conjunction with Customer Business Process Owners and SMEs.	Project Team
Consultant (Technical)	Interprets functional specifications in conjunction with Customer Business Analyst/Core Team Member, SME and IT Operations Staff. Designs, develops and tests Infor-responsible RICE objects.	Project Team
EUT Consultant	Leads all Infor-responsible EUT work and associated deliverables in conjunction with Customer OCM/EUT Lead. EUT Consultant will ensure full integration with implementation planning activities. Work with Project Manager to integrate EUT activities with other Project tasks and identify, track, and mitigate EUT-related risks.	Project Team
OCM Consultant	Leads all Infor-responsible OCM work and associated deliverables in conjunction with Customer OCM/EUT Lead. OCM Consultant will ensure full integration with implementation planning activities. Work with Project Manager to integrate OCM activities with other Project tasks and identify, track, and mitigate OCM-related risks.	Project Team

Exhibit 2: Data Conversions

Exhibit 2: Data Conversions lists the in-scope Data Conversions categorized by Complexity. Data Conversion responsibilities are detailed in **Data Conversion Scope** section of this Work Order.

“Complexity” means the assumed Complexity of the task as of the Effective Date and is generally based on the highest category (Low to High) in which one of the assumptions of such category below applies.

- a) Low: One-to-one relationship between legacy system and Infor tables. Field mapping is straightforward with little or no data translation required. Standard Infor methods are available to facilitate the data import.
- b) Medium: One-to-many or many-to-one relationship between legacy system and Infor tables. Some complexities exist with respect to field mapping and data translation. Standard Infor methods are available to facilitate the data import or minimal custom programming is required.
- c) High: Many-to-many relationship between legacy system and Infor tables. Very complex field mapping and data translation required. Standard Infor methods are not available to facilitate the data import requiring complex custom programming.

Conversion Name	Conversion Description	Legacy System	# Yrs. history to be converted	Complexity (X)			Project wave	Notes
				Low	Medium	High		
Purchase order images	MHC to IDM	MHC	All history since original go-live	x			1	Will upload images to single-tenant in wave 1
Project invoice images	MHC to IDM	MHC	All history since original go-live	x			1	Will upload images to single-tenant in wave 1
Paper check images	MHC to IDM	MHC	All history since original go-live	x			1	Will upload images to single-tenant in wave 1
Remittance advice images	MHC to IDM	MHC	All history since original go-live	x			1	Will upload images to single-tenant in wave 1
Payables invoice images	MHC to IDM	MHC	All history since original go-live	X			1	Will upload images to single-tenant in wave 1
Contract images	MHC to IDM	MHC	All history since original go-live	X			1	Will upload images to single-tenant in wave 1

Exhibit 3: RICE

Exhibit 3: RICE lists the in-scope RICE elements categorized by Complexity. RICE responsibilities are detailed in **Reports, Interfaces, Customizations, Extensions (“RICE”)** Scope section of this Work Order.

“Complexity” means the assumed complexity of the RICE object as of the Effective Date of this Work Order and is generally based on the highest category (Low to High) in which one of the assumptions of such category below applies. Infor reserves reasonable discretion to classify RICE elements in accordance with the below definitions.

1. “Reports” means the access to Infor and non-Infor Customer data for presentation, analysis and distribution. If a standard report or data access is not available, report Complexity is defined as follows:
 - a) Low: Changes are cosmetic or involve minimal enhancements to business logic. Functional requirements are simple and easy to understand. Downstream processes are not impacted.
 - b) Medium: Reports are analytical in nature using standard delivered cubes and data models. Changes to or additions of complex business logic are required. Functional requirements are complicated and require periodic clarification. Downstream processes may be affected and need to be tested in conjunction with the configuration.
 - c) High: The configuration involves multiple interrelated business processes and complex logic. Transactional reports that use relational database. Functional requirements are very complicated and require clarification and refinement throughout the development process. A substantial number of objects are created.
2. “Interfaces” mean those objects that allow data to move either into or out of the installed applications, either in batch, real-time or near-real time. Infor conducts Impact Event: Technical Development Kick-off during Construction Phase of the Project. Interfaces are defined by the business processes they facilitate, the points during those processes where data is exchanged, the frequency in which data is exchanged, and the method by which the data is exchanged. **Interface Complexity is defined as follows:**
 - a) Low: The interface uses a batch method with a one-to-one relationship between legacy system and Infor tables. Field mapping is straight forward with little or no data translation or transformation required and limited to one table with a maximum of 20 fields. Standard Infor methods are available to facilitate the data import. No synchronization or validation tables are required.
 - b) Medium: The interface may involve the batch method with a one-to-many or many-to-one relationship between the legacy system and Infor tables. Synchronization is not required. Requires the use of FTP. Some complexities exist with respect to field mapping and data translation. Multiple cross- system validation tables are required. Medium complex interfaces: (a) have a maximum of two systems, three tables, and thirty fields; (b) utilize Simple Data Transformation, e.g., xml parsing; (c) have fixed length for all records; and (d) standard Infor objects are available to facilitate the data import with minimal programming required.
 - c) High: The interface method may be batch, real time, or near-real time. There is system Interdependency and systems must be always in sync. High Complexity includes many-to-many relationships between the legacy system and Infor tables. Multiple cross system validation tables are required. Other features of High Complexity are: (a) a maximum of three systems, five tables, and fifty fields;(b) requires very complex field mapping and

data translation;(c) uses complex queries/conditions/calculations and/or data transformation;(d) contain files with varying lengths per record; and (e) standard Infor methods are not available to facilitate the data import-- requires complex programming, including any or all the following: use of web services, batch jobs, updates to Infor security.

1. "Customizations" means any components deployed in the hosted environment for the Subscription Software other than the generally available Subscription Software or components that Customer may deploy via the standard user interface or tools included in the generally available Subscription Software. Customizations may include, without limitation, code, databases or third-party extensions that are not included in the generally available Subscription Software. Customizations amend source code and are not upgrade tolerant. **Customizations are disallowed in Infor CloudSuite and out of scope.**
2. "Extensions" mean the development of new objects to extend Infor functionality using Infor-provided tools (e.g., Workflows and Forms). Extensions do not amend source code and are considered upgrade tolerant. Extension Complexity is defined as follows:
 - a) Low: Changes are cosmetic or involve minimal enhancements to presentation or business logic. Functional requirements are simple and easy to understand. Downstream processes are not impacted.
 - b) Medium: Changes to or additions of complex presentation or business logic are involved. Functional requirements are complicated and requires periodic clarification. Downstream processes may be affected and need to be tested in conjunction with the configuration.
 - c) High: The configuration involves multiple interrelated business processes and complex logic. Functional requirements are very complicated and requires clarification and refinement throughout the development process. A substantial number of objects are created.

ID #	RICE Name	RICE Description	Responsible Party (X)		Project Wave	Notes
			Customer	Infor		
1	Customizations	Application modification types such as 4GL, Design Studio, Custom Scripts and Custom User Fields, Configuration Console, custom database objects		X	2	
2	Reports	Any saved self-service reports	x		2	Customer is responsible for rebuilding any saved self-service reports in the new MT environment.
3	Reports	LBI reports		x	2	Infor Responsible
4	Extensions	Third-party integrations: BDR	x		2	Customer responsible

		Dunning Questica Bai – JP Morgan Chase & Liberty Bank VTX Contract Management EDI Vizient Sales Tax Parking Fees CAMT05 MT940 B2G BRASS				with Infor guidance and support
5	Integrations	CNO_ApprovalReport CNO_B2GContract CNO_B2GContractPayment CNO_CashLedgerReceipt CNO_Contract CNO_EmployeeExpense CNO_InvoiceApproval CNO_InvoicePORceipt CNO_JournalEntryApproval CNO_ProjectContractChangeRequest CNO_ProjectFundingSourceChangeReque st CNO_PurchaseOrderApproval CNO_Refunds CNO_RequestNewAccount CNO_RequestNewPostingProject CNO_RequisitionApproval CNO_SalesTaxInput CNO_SupplierBankInfoChange CNOContract FTPToQuestica NOLA_GLTransDetailsToQuestica		x	2	

[END OF EXHIBIT “A”]

[EXHIBIT “B” CONTAINED ON THE NEXT PAGE(S)]

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EXHIBIT “B” – AMENDMENT NO. 2**SaaS Order Form**

This Order Form is subject to the terms of the Agreement between Infor Public Sector, Inc. ("Infor") and City of New Orleans ("Customer" or "Licensee") with an effective date of April 6, 2017 (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: “Customer” and “Licensee” shall have the same meaning and may be used interchangeably; “Subscription Software” and “Component Systems” shall have the same meaning, refer to the computer software programs identified in this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; 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 – PROD: New Orleans

I(a) Exchanging from (“Current Subscription Software”):

	Part # (if applicable)	Subscription Software	License Restriction* Quantity Type		Support level**
1	S3F-S-SRM	Strategic Sourcing/Supplier Portal - SaaS ST	4350	EM	CXTE
2	S3F-S-CSPSFSM	Infor CloudSuite Public Sector Financials & Supply Management - SaaS ST	4350	EM	CXTE
3	S3F-S-GRA	Grant Accounting - SaaS ST	4350	EM	CXTE
4	TAM-S-HCM-LTD-USE-ST	Infor HCM Limited Use for CS FSM - SaaS ST	1	ET	CXTE
5	TAM-S-GHRSU	Global Human Resources - SaaS ST	4350	EM	CXTE
6	TAM-S-TMUSSU	Talent Mgmt Lang Pack US Eng (en-US) - SaaS ST	1	ET	CXTE

I(b). Exchanging to (“New Subscription Software”):

	Part # (if applicable)	Subscription Software	License Restriction*	Support level**
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			Quantity Type		
1	S3F-S-CSPSFSM-MT	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT	4,350	EM	CXTE
2	S3F-S-GRA-MT	Grant Accounting - SaaS MT	4,350	EM	CXTE
3	S3F-S-SRM-MT	Strategic Sourcing/Supplier Portal - SaaS MT	4,350	EM	CXTE
4	S3O-S-MIGTOOL-MT	Data Migration Factory Services for FSM - SaaS MT	1	ET	NAX
5	TAM-S-HCM-LTD-USE-MT	Infor HR Talent Limited Use for CS FSM - SaaS MT	1	ET	CXTE

I(c). Renewal of Previously Licensed Subscription Software – September 15, 2027, through September 14, 2029

	Part # (if applicable)	Subscription Software	License Restriction* Quantity Type		Support level**
Renewal Start Date: September 15, 2027					
1	S3O-S-ENHDR-ST	Enhanced Disaster Recovery - SaaS ST	1	EA	CXTE
2	S3F-S-CM	Close Management - SaaS ST	4350	EM	CXTE
3	S3O-S-ASTOR-ST	Additional Storage (over 2TB) - SaaS ST	2000	1.0GB	ZZZZ
4	S3O-S-AENV-ST	Additional Environment within a Deployment - SaaS ST	1	VSV	CXTE
5	EEN-HOST-S-EUSE	EAM Enterprise Edition - SaaS	50	NU	CXTE
6	EEN-HOST-S-ALM	EAM Alert Management - SaaS	1	DA	CXTE
7	EEN-HOST-S-EGIS	EAM Enterprise Edition GIS - SaaS	1	DA	CXTE
8	EEN-HOST-S-EWEBTK	EAM Enterprise Edition Web Services Toolkit - SaaS	1	DA	CXTE
9	EEN-HOST-S-EWEBCL	EAM Enterprise Edition Web Services Connector - SaaS	1	CNU	CXTE
10	EEN-HOST-S-ECS	EAM Enterprise Edition Advanced Reporting Consumer - SaaS	50	NU	CXTP
11	EEN-HOST-S-EAU	EAM Enterprise Edition Advanced Reporting Author - SaaS	1	NU	CXTP
12	EEN-HOST-S-EFLT	EAM Enterprise Edition Fleet Management - SaaS	1	DA	CXTE
13	EEN-HOST-S-EMOB	EAM Enterprise Edition Mobile - SaaS	50	DV	CXTE
14	SHRP-S-QUEST-BUDGET	Questica Budget - SaaS	1000	CTAO BM	CXT

I(d). Renewal of Previously Licensed Subscription Software – October 28, 2022, through September 14, 2029

Renewal Start Date October 28, 2022					
1	BBI-S-DEPLOY-USW	Birst Cloud Deployment Site - US West	10	NU	CXTE
2	BBI-S-DENT-ANLU	Birst Cloud Analyst User (Direct)	1	DA	CXTE
3	BBI-S-DENT-BNSU	Birst Cloud Business User (Direct)	2	NU	CXTE
4	BBI-S-DENT-PLT	Birst Cloud Enterprise Edition Platform License (Direct)	18	NU	CXTE

I(e). Renewal of Previously Licensed Subscription Software – November 11, 2022, through September 14, 2029

Renewal Start Date November 11, 2022					
1	ION-S-ESSENTLS-CE	Infor OS Essentials - SaaS MT	1	TECH	CXTE
2	ION-S-CORE	Infor OS Platform Core - SaaS MT	1	CSLU	CXTE
3	ION-S-DATALAKE-RTB	Infor Data Lake - Reserved Storage - SaaS MT	2	1.0TB	CXTE
4	ION-S-EGRESS	Infor Cloud Egress - SaaS MT	3	UTLM	CXTE

I(f). Renewal of Previously Licensed Subscription Software – July 28, 2026, through September 14, 2029

Renewal Start Date July 28, 2026					
1	S3F-S-IACSPSFSM-M-MT	Implementation Accelerator for Infor CloudSuite Public Sector English - SaaS MT	4350	EM	CXTE

I(g). Renewal of Previously Licensed Subscription Software – January 29, 2023, through September 14, 2029

Renewal Start Date January 29, 2023					
1	ANC-S-UAP	Infor User Adoption Platform Subscription	40	NU	CXT

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

* If specified in the User/License Restriction field:

“EM” = Employee - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity). For licensing purposes, former employees and independent contractors of Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an “Anniversary”), Licensee

will provide detail regarding the total number of Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.

"ET" = Enterprise - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement

****Support Level for Subscription Software:**

"CXT" = Infor Essential (24x5); "CXTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program

Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>

II. Subscription Term and Subscription Fees

Annual Subscription Fees equaling \$216,231.86 for the Current Subscription Software in table I(a) are hereby transferred to the New Subscription Software in Table I(b). Customer acknowledges that it has committed to a Subscription Term for the Current Subscription Software and such commitment shall also transfer to the New Subscription Software. The parties agree that such commitment shall be extended through September 14, 2029.

Annual Renewal Subscription fees for Table I(b) and Table I(c):

September 15, 2027, through September 14, 2028: \$538,780.43

September 15, 2028, through September 14, 2029: \$538,780.43

Annual Renewal Subscription fees for Table I(d):

October 28, 2022, through September 14, 2023: \$44,462.47 (Based on an Annual Subscription fee of \$50,400.00)

September 15, 2023, through September 14, 2024: \$52,920.00

September 15, 2024, through September 14, 2025: \$55,566.00

September 15, 2025, through September 14, 2026: \$58,344.30

September 15, 2026, through September 14, 2027: \$61,261.51

September 15, 2027, through September 14, 2028: \$61,261.51

September 15, 2028, through September 14, 2029: \$61,261.51

Annual Renewal Subscription fee for Table I(e): Included at no cost with renewal.

Annual Renewal Subscription fee for Table I(f): Included at no cost with renewal.

Annual Renewal Subscription fees for Table I(g):

January 29, 2023, through September 14, 2024: \$10,375.58 (Based on an Annual Subscription fee of \$16,537.50)

September 15, 2024, through September 14, 2025: \$17,364.38

September 15, 2025, through September 14, 2026: \$18,232.59

September 15, 2026, through September 14, 2027: \$19,144.22

September 15, 2027, through September 14, 2028: \$19,144.22

September 15, 2028, through September 14, 2029: \$19,144.22

III. Fees and Payment TermsN/A

Customer Account ID:	100020989
Infor GL ID:	US06A
Account Executive Name:	Kevin Kennedy

Primary-Use Address:	Invoice Address:
City of New Orleans 1300 Perdido Street New Orleans, LA 70112 USA	City of New Orleans 1300 Perdido Street New Orleans, LA 70112 USA
Contact Name: Mike Schmidt	Contact Name: Mike Schmidt
Contact Phone: 504.814.0325	Contact Phone: 504.814.0325
Contact email: mcschmidt@nola.gov	Contact email: mcschmidt@nola.gov

IV. Additional Terms

Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Subscription Software hosted in a multi-tenant environment).

It is Customer's desire and intent to exchange its Current Subscription Software set forth above for the New Subscription Software set forth above. Customer shall cease using the Current Subscription Software at the earlier of (i) Customer's use of the New Subscription Software in a production environment or (ii) one year from Order Form Date. Customer may not use the Current Subscription Software and the New Subscription Software in a production environment at the same time.

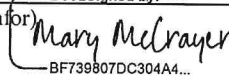
Exhibit 1 – Service Level Description is attached to and made a part of this Order Form.

In consideration for the pricing and terms under this order form, Infor may make reference to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

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

Effective date of this Order Form: _____ (the "Order Form Date"), to be completed by Infor upon countersignature.

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

for: **Infor Public Sector, Inc**
(Infor)

BF739807DC304A4...

Signature
Mary McCrayer

Typed or Printed Name
Senior Manager

Job Title
22 August 2022 | 18:16:40 EDT

Date

for: **City of New Orleans**
(Customer or Licensee)

Signature

Typed or Printed Name

Job Title

Date

Exhibit 1 to SaaS Order Form

Service Level Description

Infrastructure - The services are supported by 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 Customer'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.
- **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.
- **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.
- **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 commercially reasonable efforts to establish maintenance windows during times that minimize impact to Customer'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 Customer'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 Customer 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 1 Scheduled Maintenance window of 4 hours, there are 42,960 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 4 hrs. x 1 Scheduled Maintenance window) = 42,960). If the Subscription Services experienced an outage of 2 hours outside of Schedule Maintenance, there were 42,840 Available Minutes in the month (42,960 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is $42,840 / 42,960 = 99.7\%$.

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

- Outages due to factors outside of Infor’s reasonable control (for example, a network or device failure at Customer’s site or between Customer 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 Customer or Customer’s employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Customer;
- Periods of Down Time at Customer’s request;
- Outages that result from Customer’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 Customer’s use of the services in excess of the scope of Customer’s license, usage restrictions, or product limitations outlined in the applicable Agreement.

[END OF AMENDMENT]