

TENTH AMENDATORY AGREEMENT

This **TENTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **INFOR (US) INC.**, with its principal place of business located at 13560 Morris Road, Suite 4100, Alpharetta GA 30004-8995 (the “Contractor”), collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties previously entered into an agreement dated December 5, 2002 and then amended on January 15, 2004, September 28, 2004, and October 7, 2005, August 26, 2008, February 24, 2009, December 8, 2009, December 7, 2010, March 31, 2011 and on January 7, 2013 (the “Agreement”) for the Contractor to provide software licensing, installation, implementation, training, maintenance, updating, and consulting services for the Datastream Enterprise Asset management/Integrated Procurement Solution for the Wellington E. Webb Municipal Office Building; and

WHEREAS, the Parties wish to amend the scope of work, extend the term and increase the maximum contract amount; and

WHEREAS, effective December 31, 2012, Infor Global Solutions (Michigan), Inc. merged into Infor Enterprise Holdings, Inc. and subsequently on December 31, 2012, Infor Enterprise Holdings, Inc., merged into Infor (US), Inc. To the extent that these mergers effect an assignment of the Agreement to Infor (US), Inc. under applicable law or the Agreement, Infor is seeking the City’s written consent in such regard.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged and in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

- 1.** The City consents to the assignment of the Agreement from Infor Global Solutions (Michigan), Inc. and its successor Infor Enterprise Holdings, Inc. to Infor (US), Inc.

2. Article 2 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“2. **TERM**: The term of the Agreement shall commence on December 5, 2002 and expire on December 31, 2016, unless terminated earlier pursuant to the provision of this Agreement.”

3. The first paragraph of Article 3 titled “**PAYMENT**” is hereby amended to read as follows:

“3. **PAYMENT**: The City shall pay to the Contractor and the Contractor agrees to accept as full payment for the work performed under this Agreement, an amount not to exceed **ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND EIGHT DOLLARS AND EIGHTY NINE CENTS (\$1,131,008.89)**, including all travel and other expenses. Travel and other expenses shall be reasonable, charged to the City at cost, and approved in advance, in writing.”

4. That Section 12 of Exhibit A the “License and Hosting Service Agreement” entitled “**INDEMNITY**” is hereby deleted in its entirety and replaced with the following:

“12. **INDEMNITY**: Contractor will defend, indemnify and hold The City harmless from and against any loss, cost and expense that The City incurs because of a third party claim that the Component System infringes any copyright of others. Contractor’s obligations under this indemnification are expressly conditioned on the following: (i) The City must promptly notify Contractor of any such claim; (ii) The City must in writing grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if The City chooses to represent its own interests in any such action, The City may do so at its own expense, but such representation must not prejudice Contractor’s right to control the defense of the claim and negotiate its settlement or compromise); (iii) The City must cooperate with Contractor to facilitate the settlement or defense of the claim. Contractor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Component System; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Component System is, or in Contractor’s opinion is likely to become, the subject of a copyright infringement claim, then Contractor, at its sole option and expense, will either: (A) obtain for The City the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to The

City the portion of the license fee paid to Contractor for the Component System(s) giving rise to the infringement claim, less a charge for use by The City based on straight line depreciation assuming a useful life of five (5) years, provided that The City has returned or destroyed and discontinued its use of such Component System. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Contractor's obligations hereunder will be further limited accordingly. **THE FOREGOING SETS FORTH CONTRACTOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS."**

5. Attachment A "TechSupport Subscription" to Exhibit A of the Agreement, "License and Hosting Service Agreement" is hereby deleted in its entirety and replaced with the Attached Exhibit 1 "Hosting Service Level Description."
6. Contractor agrees to fixed pricing as set forth in the "Infor EAM Product Overview and Module Summary" attached hereto as Exhibit A of this Tenth Amendment, for a three (3) year period commencing on January 1, 2014.
7. This Tenth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.
8. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

EXHIBIT LIST:
ATTACHMENT 1-HOSTING SERVICE LEVEL DESCRIPTION
EXHIBIT A- Infor EAM Product Overview and Module Summary

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Exhibit 1

Hosting Service Level Description

This Hosting Service Level Description describes the operating characteristics and environment of the Hosting Services.

1. Definitions:

- "**Application Availability**" means the percentage of time that the hosted Component Systems will be usable by Licensee. Component Systems will be considered usable unless a severe interruption resulting in a substantial loss of service to Licensee occurs.
- "**Data Center**" means the entire physical operation(s) provided to host the Component Systems. This includes all hardware and software utilized in the provision of services located behind the service demarcation point.
- "**Incident**" is defined as a material hardware or software component failure, security leak, or an event that results in significant performance degradation, system unavailability or security exposure.
- "**Network Availability**" means the percentage of time that the hosting network will be available to carry network traffic between Infor's system and the termination point of the ISP's uplink to the public Internet.
- "**Server Availability**" means the percentage of time that the servers used to host the Component Systems will be operational and will successfully execute the necessary web, application, and database server software.
- "**Service Demarcation Point**" means Infor's border router that is used to establish connectivity from the hosting facility to the public Internet. Infor is responsible for delivery of Component System access capabilities to and including the Service Demarcation Point.
- "**System Availability**" means the availability of the Component Systems for general use by Licensee and represents the combined availability of networks, servers, and software.
- "**System Availability Period**" means, except as otherwise provided herein, 24 hours per day, seven days per week, except for agreed System Maintenance Periods.
- "**System Maintenance Period**" means the time period(s) shown in the following section, during which platform access may not be available because of required system maintenance, system and database backups, upgrades, and other Data Center hosting requirements.

2. System Maintenance Periods

Infor will strive to keep any downtime, planned or unplanned, to a minimum. From time to time, maintenance will have to be performed on the Site that may require some minimal downtime. The scheduled maintenance windows are (Eastern time):

Sunday morning from 12:01 a.m. to 2:00 a.m.

Friday morning from 12:01 a.m. to 2:00 a.m.

Although these maintenance windows are scheduled, they are not always used. Any scheduled downtimes will be pre-announced through email notifications sent to Licensee's administrator.

3. Hosting Services

Infor and its infrastructure and service subcontractors will provide web-Hosting Services for the web site ("**Site**") in accordance with the provisions below, which services will include:

- (a) **Security** – Infor will use various security techniques such as firewalls and intrusion detection to restrict and monitor access. Infor will utilize professional firewall systems to prevent malicious computer use and protect Licensee's data. Infor will equip the hosting network with attacker defenses and configure it with security measures regarding data and unauthorized network access from other subnets within the Infor platform. Infor will employ an intrusion detection system (IDS) to monitor network attacks and take appropriate measures should an incident occur. Infor will have vulnerability scans performed on the Site to detect vulnerabilities and provide recommendations for corrective actions. Infor will install virus protection software on its application servers.
- (b) **Facilities** – The Hosting Services will include Data Center hosting facilities to support Licensee's remote access to the Infor platform. The Data Center will restrict physical access to authorized parties only and employ the use of cameras, security guards, and locked cabinets. Infor will use regulated and redundant power supplies, environmental regulation systems (e.g. moisture detection, temperature regulation), fire detection and suppression equipment, HVAC systems and continual system monitoring to ensure system availability.
- (c) **Availability** - Infor will, on a continual basis, monitor the Site and will use its reasonable efforts to keep the Site fully and completely accessible to Licensee during the System Availability Period, unless there is an event

beyond the reasonable control of Infor or a subcontractor that interrupts Site accessibility. System Availability will be measured and reviewed each month. On a weekly basis, there will be scheduled System Maintenance Periods during which access to the Site may be unavailable.

(d) Disaster - For purposes hereof, a "**Disaster**" is defined as any catastrophic failure, including but not limited to, flood, earthquake, power loss, Internet connectivity loss, major hardware or software failure, malicious attack, that renders the primary Data Center inoperable for more than a twelve (12) hour period without an imminent indication of recovery. Infor will maintain a disaster recovery site where Licensee's data is replicated on a continuous basis throughout the day.

(e) Redundancy - The network will support high availability and fault tolerance through the use of multiple web, application and database servers, and redundant networking devices, including routers, firewalls, switches and load balancing devices and will support public Internet access through diverse paths.

(f) Monitoring - Infor employs system monitoring software for the purpose of monitoring and measuring system availability.

(g) Security Scans - Infor will contract with a third party to perform regular vulnerability scans on servers at the Data Center. Any identified vulnerabilities will be resolved with security patches or configuration changes at the earliest possible time.

(h) Support - Infor will provide Data Center, Network Availability, and Server Availability related technical telephone support 24 hours per day, 7 days per week.

(i) Emergency downtime - When emergency maintenance resulting from hosting server or network failure is required, Infor will restore services as quickly as possible and will provide notice, to the extent possible, as to the estimated recovery time. Whenever possible, a solution that lessens the impact on system availability will be utilized.

(j) Planned downtime - Outside of regular maintenance windows, Infor will not take a system or component that affects the Component Systems out of service for enhancements or updates to software or hardware or otherwise disrupt the normal operation of hosted applications without first notifying Licensee 48 hours in advance of such an operation. Infor will take a proactive approach to minimizing system and application downtime.

(k) Administration - Infor is responsible for debugging and resolving application problems, including problems between the software components of the system. Infor performs all installation of Component Systems and configures all hardware and software to perform optimally with those products. Infor uses monitoring information to ensure that the system performs as planned. Infor provides experienced database administration support for the Component Systems. Infor will install new versions and updates to databases associated with the Component Systems. Infor is responsible for maintaining the integrity of the database. Infor is responsible for capacity planning and sizing to provide for customer growth. Infor will continually monitor system, application, and database performance and retune these components as necessary to provide optimal performance. Infor will provide a schedule for routine maintenance and will carry out this maintenance as required. Infor will lead and conduct recovery efforts in the event of a system or component failure that necessitates data restoration.

(l) Application Upgrades - Licensee usually controls the timing of its application upgrades to newer versions of the Component System. However, Infor reserves the right to retire older versions of the Component System as newer versions are supported. In the event Licensee has remained on a version of the Component System that is being retired, Infor may upgrade the Component System to a newer version and will use reasonable efforts to provide Licensee with 90 days notice prior to any such upgrade.

(m) Network Connectivity - The primary Internet connection will be fed by two physical connections entering the Data Center from opposite sides of the building. The Infor servers will also be connected to a third physical connection provided by a second Internet service provider different from the provider of the primary connection. If Licensee elects to connect to the Site through VPNs or private networks, Licensee is responsible for purchasing, installing, and managing the network connections and network hardware required for the connections to the primary and disaster recovery sites. There will be a one-time \$500 installation fee and a recurring \$200 monthly fee for each required device.

(n) Environments and Disc Space - Infor will provide two environments for Licensee's use: (1) a production environment and (2) an additional testing/training environment. Infor will allocate sufficient disc space to house Licensee's production environment contained within the applications database without regard to its size. In addition, should the need arise, Licensee may purchase additional environments for a fee of \$2,000/month. For applications supporting optional features that make use of documents, images, or other files stored outside of the environment database, there will be a fee of \$100/month per allocated gigabyte of storage space provisioned on Infor's equipment. There will be no additional fees for files stored outside of the Data Center on Licensee's own or another party's equipment.

4. Data Back-ups, Restoration, and Archive Retrieval

- (a) Backups – Infor is responsible for planning and executing all system and database backups. A full tape backup will be performed once a week followed by incremental tape backups every day the remainder of the week. At the end of each week, the week's tapes will be taken off site and stored in a hardened fireproof vault for 60 days. Back-ups will consist of data, databases, and applications as well as configuration pieces required to restore Licensee's installation. Infor is responsible for reviewing backup logs daily and confirming that all backup operations are completed successfully.
- (b) Restoration - Infor will begin a restoration process for restoration of Licensee's primary data to Licensee's primary data area within 4 hours of the request being made.
- (c) Archive Retrieval - As a separate service for an additional fee not included in the normal Hosting Services fee, Infor will perform restoration of Licensee's archive data to a separate area for archive retrieval. Requests for archive information retrieval must be scheduled ahead of time with Infor and Infor will perform this service within a reasonable amount of time.
- (d) Data Refreshes – Licensees may refresh the data in their non-production environment from data in any of their other environments once per month. Additional data refreshes to non-production environments may be purchased for \$500/refresh. Timing of data refreshes are subject to resource availability; refreshes involving large amounts of data may need to be separately scheduled with Infor subject to resource availability.
- (e) Data Exports – Subject to Section 6(d) (Return of Licensee Data) of the Hosting Services Agreement, Licensee can receive an export of their data through Infor's FTP sever upon expiration or termination of the Agreement. Data exports can also be provided through Infor's FTP server for other purposes for a fee of \$500/export.

5. Incident Reporting

In the event of an Incident, Infor will engage the services of support teams, including hardware and software teams when necessary, to resolve the Incident. To the extent required, Infor will assess the impact of the Incident on Licensee's System Availability and provide status reports regarding it to Licensee. Once an Incident report covering the Incident has been completed, Infor will provide an Incident report to affected customers on request.

6. Fees

For each successive Hosting Term after the initial Hosting Term identified on the Order Form, all fees specified in this Hosting Service Level Description shall be subject to successive increases not to exceed the Annual Escalation Percentage Cap provided for in the Order Form over the fee payable by Licensee for the service during the immediately preceding Hosting Term.



INFOR EAM PRODUCT OVERVIEW AND MODULE SUMMARY

Software Functionality Snapshot



City and County of Denver - Software Overview

The City and County of Denver is a current customer of Infor EAM Enterprise Software. In addition, the City and County of Denver has a current Software Technical Support and Hosting Agreement with Infor to host the Infor EAM Software for the City and County.

The City and County of Denver (CCD) owns perpetual licenses of Infor EAM. CCD has chosen to deploy Infor EAM Enterprise by using Infor Hosting Service. Therefore, please note, when purchasing an additional software license or module, the total purchase price may contain four components including the following: Software License, Technical Support, Hosting and Consulting Services.

Depending on the Software User License or Module there may not be an associated Hosting fee. In addition, depending on the User License or Module purchase Consulting Services may or may not be required or requested by CCD.

The City and County of Denver current owns the following Infor EAM Enterprise Software:

- **12 Concurrent users**
- **2 Requestor concurrent users**
- **Web Services Toolkit**
- **1 Advanced Mobile – Work Management – (provided by BlueDot Solutions)**
- **25 Web Services Connector Licenses (5 of the 25 are hosted, 20 are incorporated into Advanced Mobile – Provided by BlueDot Solutions)**
- **20 Advanced Mobile – Module Devices Licenses – provided by BlueDot Solutions)**

City and County of Denver - Infor EAM					
			Select the applicable pricing level:	Enterprise Pricing	
			License	Local	
				Per Unit	
SKU	Products		Methodology	List Price	Software Maintenance Per Unit
EAM					
EBN-DS7I-ORC	Infor EAM Enterprise Edition - Oracle		Concurrent Users	11,520.00	2,304.00
EBN-DS7I-REQ	Infor EAM Enterprise Edition Requestor		Concurrent Users	1,500.00	300.00
EAM Energy Performance Management / Asset Sustainability					
EBN-DS7I-EPMM	Infor EAM Energy Performance Management Module		Datacenter	75,000.00	15,000.00
EBN-DS7I-EPMM-DV	Infor EAM Energy Performance Management Module Device		Device	995.00	199.00
EBN-DS7I-SUST	Infor EAM Asset Sustainability		Datacenter	50,000.00	10,000.00
EBN-DS7I-SUST-DV	Infor EAM Asset Sustainability Device		Device	995.00	199.00
EBN-DS7I-ALM	Infor EAM Alert Management		Datacenter	50,000.00	10,000.00
Add-On Modules					
EBN-DS7I-GISMD	Infor EAM Enterprise Edition GIS Module		Datacenter	50,000.00	10,000.00
EBN-DS7I-WEBTK	Infor EAM Enterprise Edition Web Services Toolkit		Datacenter	50,000.00	10,000.00
EBN-DS7I-WEBCL	Infor EAM Enterprise Edition Web Services Connector License		Named Users	150.00	30.00
COG-DS7I-REPCS	Infor EAM Enterprise Edition Advanced Reporting Consumer		Concurrent Users	900.00	180.00
COG-DS7I-REPAU	Infor EAM Enterprise Edition Advanced Reporting Author		Named Users	1,049.00	209.80
EBN-DS7I-CAL	Infor EAM Enterprise Edition Calibration		Datacenter	50,000.00	10,000.00
EBN-DS7I-SIG	Infor EAM Enterprise Edition Electronic Recs & Signatures		Datacenter	50,000.00	10,000.00
EBN-DS7I-FLT	Infor EAM Enterprise Edition Fleet Module (VMRS)		Datacenter	50,000.00	10,000.00
EBN-DS7I-DATA	Infor EAM Enterprise Edition Databridge and Remote Agent		Datacenter	50,000.00	10,000.00
EBN-DS7I-MOB	Infor EAM Enterprise Edition Mobile		Device	2,990.00	598.00
EBN-DS7I-BAR	Infor EAM Enterprise Edition Barcoding		Named Users	995.00	199.00
					-
EBN-DS7I-CSR	Infor EAM Enterprise Edition Customer Service Request		Named Users	1.00	0.20
EBN-DS7I-AMP	Infor EAM Enterprise Edition Advanced Maintenance Planning		Datacenter	50,000.00	10,000.00
EBN-DS7I-RPA	Infor EAM Reliability Planning and Analysis		Datacenter	50,000.00	10,000.00
			License	Per Unit	
SKU	Products		Methodology	List Price	
EBN-DS7I-OCADM	Infor EAM OpenCAD		Datacenter	50,000.00	10,000.00
Hosting					
			License	Unit Annual	
SKU	Products		Methodology	Hosting Fee	
EAM Enterprise Edition					
EBN-HOST-DS7I-	Infor EAM Enterprise Edition Hosted		Concurrent Users	1,512.00	
EBN-HOST-DS7I-REQ	Infor EAM Enterprise Edition Hosted Requestor		Concurrent Users	468.00	
EBN-HOST-DS7I-MOB	Infor EAM Enterprise Edition Hosted Mobile		Device	276.00	
			Device	276.00	
EBN-HOST-DS7I-WEB	Infor EAM Enterprise Edition Hosted Web Services Connector		Named User	276.00	
EBN-HOST-DS7I-LM	Infor EAM Enterprise Edition Language Manager Hosting		Concurrent Users	-	

City and County of Denver Infor EAM Consulting Services

Senior Project Managers – This individual will be the single point of contact for the client and will be responsible within Infor for the success of the project. This individual will ensure timely, quality support by the Infor consulting team as well as be responsible for the client's overall satisfaction and goal achievement. **List rate - \$230/hour**

Senior EAM Program Managers – This is a strategic role that Infor Consulting Services provides to clients as a means to manage multiple projects and a larger EAM vision. The Program Managers often have served in both consulting and project management roles and work with client leaders to oversee large projects and to define and manage a path for EAM growth across multiple projects. **List rate - \$230/hour**

Senior Application Consultants – These individuals will be the on-site functional consultants responsible for the implementation, training, and functional rollout of Infor EAM. The consultant(s) will review the client's business processes, provide direction on decisions about the Infor EAM system, configure and test the Infor EAM system, and provide overall assistance and training in the EAM program. The Infor Functional Consultants will work closely with the client's on-site personnel and project management to facilitate a technically sound rollout. **List rate - \$230/hour**

Senior Technical Consultants – These Infor representatives will be responsible for the installation and upgrades of the Infor EAM software, handheld configuration, KPI and Inbox development, data upload utility and advanced report training. The Technical Consultant(s) will work closely with the client's Information Resources staff to ensure that software is appropriately configured on the proper platform. **List rate - \$230/hour**

Senior Solutions Architects – These Infor consultants possess a combination of functional and technical experience and work with clients to evaluate and expand in EAM through thoughtful business requirements planning and analysis. While some EAM growth falls under a category of training with an application consultant or of configuration with a technical consultant, many clients require assistance with systems planning that involves a deeper understanding of client processes, best practices, and system architecture. **List rate - \$230/hour**

Associate Consultants – These individuals are deployed on specific functional or technical tasks that are tied to core functions of the EAM application. Some of these functions include basic training and implementation of new users on the EAM core features and basic system configuration planning. Associate consultants are leveraged on existing applications when specific tasks do not require senior resources. **List rate - \$150/hour**

Senior COE Technical Consultants – These consultants are part of Infor's offshore team that take on remote technical work that includes report writing, data interfaces and migrations, and basic upgrade support. **List rate - \$85/hour**

Project Summary	Hourly Rate
Senior Project Manager	\$230
Senior EAM Program Manager	\$230
Senior Application Consultant	\$230
Senior Technical Consultant	\$230
Senior Solutions Architect	\$230
Associate Consultant	\$150
Senior COE Technical Consultant	\$85

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-CE21375-10

Contractor Name: Infor (US), Inc.

By: Patricia Elias

Name: Patricia Elias
(please print)

Title: Assoc. General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

