



SaaS Order Form

This Order Form is subject to the terms of the Software as a Service Agreement between **Infor Public Sector, Inc.** ("Infor") and **County Of Yolo** ("Customer" or "Licensee") with an effective date of _____ (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "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 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: Yolo County

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	S3F-S-CSPSFSM-MT	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT	1,800	EM	CXTE
2	S3F-S-GRA-MT	Grant Accounting - SaaS MT	1,800	EM	CXTE
3	S3S-S-EDI-MT	EDI for Supply Chain Management - SaaS MT	1,800	EM	CXTE
4	S3F-S-SRM-MT	Strategic Sourcing/Supplier Portal - SaaS MT	1,800	EM	CXTE
5	BBI-S-DENT-FSM	Infor Analytics Platform for CloudSuite FSM	1,800	EM	CXTE
6	S3O-S-CSFUS-MT	Infor Financials & Supply Management US Country Pack - SaaS MT	1	ET	CXTE
7	TAM-S-CSHCMCORE-MT	Infor HR Talent GHR TM Core - SaaS MT	1,800	EM	CXTE
8	TAM-S-GHRPAYROLL-MT	Global Human Resources Payroll - SaaS MT	1,800	EM	CXTE
9	BBI-S-DENT-HCM	Infor Analytics Platform for CloudSuite HCM	1,800	EM	CXTE
10	HRM-S-BSIF	BSI TF US - SaaS MT	1,800	EM	CXT
11	WFM-S-TA-MT	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT	1,800	EM	CXTE
12	BBI-S-DENT-PLS-ENH	Infor Birst Enterprise Platform Enhanced	1	BBIENH	CXTE
13	ION-S-ESSENTLS-CE	Infor OS Essentials - SaaS MT	1	TECH	CXTE
14	ION-S-STORAGE	Infor Storage	2	1.0TB	CXTE
15	EPSF-S-DMG-CAPTSNGL	Infor Document Management - Document Capture Ephesoft - SaaS ST	20,000	ATRAN	CXT
16	ANC-S-UAPBUN	Infor User Adoption Platform Bundle - SaaS	360	NU	CXT
17	SIGN-S-IAPROMGR	IA Extension Tool - Infor Process Manager	1	NU	CXT
18	SCS-S-PLUS	Customer Success Plus	1	ET	CXTE

(b). Year 1 of the Initial Subscription Term

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	S3O-10TR-TAX	Tax Regulatory and Critical Updates - Cloud Migrations	1	ET	CXTE

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

* If specified in the User/License Restriction field:

“**1.0TB**” = **Terabyte** - Represents the number of Storage capacity in Terabytes

“**ATRAN**” = **Annual Transactions** - Quantity represents the number of entries processed annually by the Component System, including but not limited to such sources as bank account summaries, bank account statements, accounting reports from any interface software, excel import templates, purchase orders, sales orders and invoices, regardless of whether such entries are entered manually or electronically.

“**BBIENH**” = **Birst Enhancement** - Customer’s subscription to an Infor CloudSuite offering is upgraded so that users permitted to access such offering are also permitted to access Birst Enterprise.

“**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

“**NU**” = **Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

“**TECH**” = **Tech Platform** - Allows use of the Infor OS platform technology up to the usage limits for the corresponding service tier (Essentials, Professional, Enterprise) as set forth in the Infor OS Service Limits at https://docs.infor.com/inforos/12.0.x/en-us/usagelimits_1_0/default.html. Use in excess of any usage limit requires a subscription to the appropriate tier or a subscription for an additional quantity of permitted use where applicable.

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

“CXT” = Infor Essential (24x5); “CXTTP” = 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 Fee for Year 1 of Initial Subscription Term: \$410,000.00

Annual Subscription Fee for Year 2 of Initial Subscription Term: \$469,964.12

Annual Subscription Fee for Year 3 of Initial Subscription Term: \$475,817.00

Annual Subscription Fee for Year 4 of Initial Subscription Term:

Annual Subscription Fee for Year 5 of Initial Subscription Term:

Annual Subscription Fee for Year 6 of Initial Subscription Term:

Annual Subscription Fee for Year 7 of Initial Subscription Term:

Initial Subscription Term: Order Form Date through 7 years from Order Form Date.

Price Protection for Renewal Terms: Upon expiration of the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. As applicable to two (2) Renewal Terms, the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall not exceed 2% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

Fee for Initial Subscription Term: \$1,355,781.12
Total Amount Due (before applicable taxes): \$1,355,781.12

Currency: USD

III. Payment Terms:

Payment is due within 45 days of the date of invoice.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Customer Account ID:	100024735
Infor GL ID:	US06A
Account Executive Name:	Michele King

Primary-Use Address:	Invoice Address:
County of Yolo 625 Court St Ste 102 Woodland, CA 95695-3490 USA	County of Yolo 625 Court St Ste 102 Woodland, CA 95695-3490 USA
Contact Name: Mark Bryan	Contact Name: Mark Bryan
Contact Phone: 530-406-4964	Contact Phone: 530-406-4964
Contact email: Mark.bryan@yolocounty.org	Contact email: Mark.bryan@yolocounty.org

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).

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 Licensee as a customer in press releases and written and verbal communications. Licensee agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

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

Customer elects to terminate maintenance upon Order Form Date for its Infor-owned perpetually licensed Component Systems with the same product functionality as the Subscription Software licensed herein. Customer will receive Transitional Support for such Component Systems until the earlier of: (i) the “go live” date at which time the licensed Subscription Software will be available for beneficial production use or (ii) eighteen (18) months after the Order Form Date, included as part of the Subscription Fee. “Transitional Support” is defined as phone support, incident logging and resolution, and issue correction commensurate with the level of support available for the version of the on-premises software currently installed by Customer however, Transitional Support excludes any upgrades, tax and regulatory updates, third-party products or enhancements to the on-premises licenses. Infor will issue a credit equal to the amount of unused, prepaid

maintenance fees. The credit will be calculated from the end of the month of the Order Form Date and will either be applied to Customer's outstanding or future invoices or remitted back to Customer in the form of a refund, the specific method being Infor's sole discretion.

Infor Birst Subscription Software Storage. Infor Birst Cloud Subscription Software includes 1 terabyte of storage at no additional charge. This storage limitation is aggregated across all of Customer's Birst environments and applies regardless of whether it is subscribed for on a single Order Form or across multiple Order Forms.

Tax and Regulatory Release:

With respect only to the Tax and Regulatory Release Subscription Software listed in Subscription Software section of this Order Form, notwithstanding anything to the contrary in the Agreement, Customer shall be permitted to access such Subscription Software, in object code form and in an environment selected by Customer, for the purpose of operating such Subscription Software in connection with its perpetually-licensed Component Systems during the subscription period set forth herein.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

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

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.

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

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)

for: **County Of Yolo**

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Job Title

Job Title

Date

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 Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered "Scheduled Maintenance".

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

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

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

For example, in a 30-day month with 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.