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**Contract**  
**Maintenance and Support Agreement**  
**by and between**  
**Cuyahoga County, Ohio**  
**and**  
**Infor Global Solutions (Michigan), Inc.**

THIS AGREEMENT (the "Contract") is made and entered into, this \_\_\_\_ day of \_\_\_\_, 2011, by and between Cuyahoga County, Ohio ("the County") on behalf of the Cuyahoga County Fiscal Office and Infor Global Solutions (Michigan), Inc. ("Infor"), a Michigan corporation, having principal place of business at, 13560 Morris Road – Suite 4100, Alpharetta, GA 30004. This Contract renews the terms and conditions of the Software System Agreement, hereinafter "the System" dated March 21, 1990, and as subsequently amended (the "Agreement") between the County and Infor, attached hereto and incorporated by reference herein as Schedule A, and except as otherwise modified by this Amendment, the terms and conditions of the Software System Agreement dated March 21, 1990 shall remain in full force and effect.

WHEREAS, the County has a present need for maintenance and support of its Payroll System – IBM/MVS/VSAM E Series Version ("System"); and

WHEREAS, Infor, is a sole supplier and thus sole source of maintenance and support services for the warranted versions of the payroll system programs; and

WHEREAS, the County desires to avail itself of the maintenance and support services for the System and Infor is willing to provide such maintenance and support to the County all upon the terms and conditions set forth herein and the applicable terms of the Agreement.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Infor and the County agree as follows:

**ARTICLE I – AGREEMENT AND TERM**

**1.1 Scope of Agreement.** During the term of this Contract, Infor shall provide to the County under this Contract the following services:

- A. Tax regulatory updates, new functional releases, and environmental updates;
- B. Access to Infor's electronic support tool, twenty four (24) hours a day, seven (7) days a week with County defined priority as outlined herein below. The County shall have access to the following features:
  - 1. Add/View/Update incidents
  - 2. Software corrections and enhancements
  - 3. Application processing Information
  - 4. Regulatory and product updates
  - 5. Product announcements
  - 6. Company news and announcements
- C. Access to Infor's Helpline entitling County to contact Infor's support representatives directly for assistance. HelpLine service is available from Infor's Alpharetta, GA office during normal business hours which are currently Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time, excluding weekends and holidays. Emergency telephone support for production down situations is currently available twenty-four (24) hours per day, seven (7) days per week. Infor will respond to County's requests for assistance, i.e., telephone and through Infor's electronic facilities, in order of priority which is dependent upon and determined by the County.
- D. The following schedule sets forth Infor's current estimated time for an Infor support representative to respond to County's request once County has properly contacted Infor for service. These time-frames are not a guarantee of response times, but are general estimates. The response times listed are during normal business hours shown above.

Estimated Situation Response Time

PRODUCTION DOWN: There is an error causing the Program to be non-functional.	1 hour
HIGH PRIORITY: Customer is experiencing a severe problem that results in impaired functionality.	4 hours
MEDIUM PRIORITY: Customer is experiencing a non-critical problem and/or Infor has a work-around.	8 hours
LOW PRIORITY: Customer has an informational request about a Program or has informational questions such as questions concerning documentation, tape and documentation orders, implementation, etc. or Customer has minor problems where functionality is not impaired	12 business hours

- 1.2 Term. The term of this Contract shall commence as of July 2, 2011; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for one year from the date of commencement. This Contract shall be in an amount not to exceed

Fifty Seven Thousand Seven Hundred Twelve Dollars and Eighty Eight Cents. (\$57,712.88) ("Support Fee"), for the one year term noted herein. 7/2/11 – 7/1/12

## ARTICLE II – PAYMENT AND INVOICING

- 2.1 Payment. The County shall pay 100% of the Support Fee noted above and noted in Infor's invoice, upon the approval of this Contract by the Cuyahoga County Chief Executive.
- 2.2 Invoicing. Infor shall invoice the County for the Support Fee upon execution of this Contract. Infor shall submit original invoice(s) to the following address:

Cuyahoga County Information Services Center  
Business Department  
1255 Euclid Avenue, 4<sup>th</sup> floor  
Cleveland, Ohio 44115

## ARTICLE III - INDEMNITIES AND LIABILITIES

- 3.1 Third Party Indemnification. Infor shall indemnify and hold harmless the County against any and all third party claims arising out of or in any way related to Infor's performance of its obligations set forth herein; provided that (i) Infor is given prompt notice of such claim, (ii) Infor has sole control of the defense and all related settlement negotiations, and (iii) County provides Infor with the assistance, information, and authority necessary to perform the above.
- 3.2 Indemnification. Infor shall agree to release, indemnify and to hold harmless the County, the Board of County Commissioners and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for its gross negligence or willful misconduct under this contract.

## ARTICLE IV - DISPUTE RESOLUTION AND TERMINATION

### 4.1 Dispute Resolution.

- a) In the event of any dispute or disagreement between Infor and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Infor or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto.

During the course of such negotiation, all reasonable requests made by one party to the other for Information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

- (b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

#### ARTICLE V ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

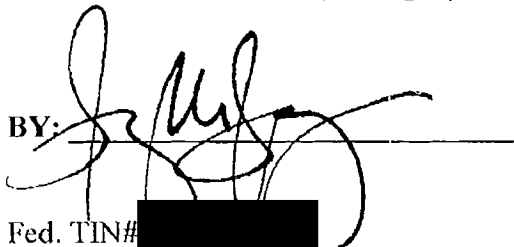

By entering into the Signed contract, Infor, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

Infor, further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

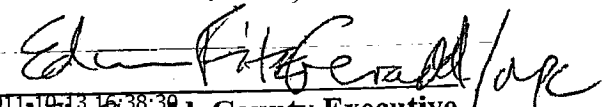
IN WITNESS WHEREOF, THE County and Infor have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

**Infor Global Solutions (Michigan), Inc.**

BY:   
Fed. TIN# 

**CUYAHOGA COUNTY, OHIO**

Edward FitzGerald, County Executive

BY:   
2011-10-13 16:38:30  
Edward FitzGerald, County Executive