

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

THIS CONTRACT is made and entered into, this 12TH day of DEC., 2012, by and between Cuyahoga County, Ohio ("the County") on behalf of the Cuyahoga County Fiscal Office and Infor Global Solutions (Michigan), Inc. ("Infor"), a corporation having a principal place of business at, 13560 Morris Road – Suite 4100, Alpharetta, GA 30004.

WHEREAS, the County has a present need for renewal of maintenance and support of its Payroll System – IBM/MVS/VSAM E Series Version ("System"); 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 in this Contract and the attached Schedule A – Software Support 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 all maintenance and support services as listed below and on the attached Schedule A – Software Maintenance Agreement:

- 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, 2012; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for one year until July 1, 2013. This Contract shall be in an amount not to exceed Sixty One Thousand One Hundred Seventy Five Dollars and Sixty Five Cents. (\$61,175.65) ("Support Fee"), for the one year term (7/2/12 – 7/1/13) noted herein. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.

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 number US5AP18473, upon the approval of this Contract by the Cuyahoga County 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 Department of Information Technology
Business Department
1255 Euclid Avenue, 4th 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 Cuyahoga County 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.

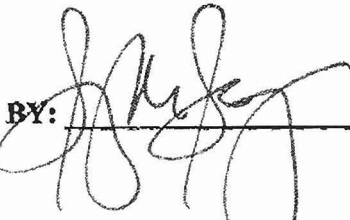
Infor, further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

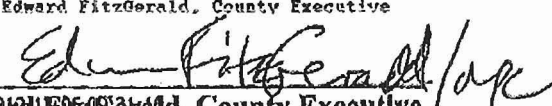
THIS CONTRACT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

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.

CUYAHOGA COUNTY, OHIO

BY:  _____

Edward Fitzgerald, County Executive
BY:  _____
Edward Fitzgerald, County Executive

SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER:

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between Infor Global Solutions (Michigan), Inc. ("Infor") and Cuyahoga County, Ohio on behalf of the Cuyahoga County Fiscal Office ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) "Affiliate" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) "Component System" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. "Component Systems" refers, collectively, to every Component System listed in the applicable Order Form between the parties.

(c) "Confidential Information" means non-public information of an Affiliate or a party to this Support Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(d) "Contract Period" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(e) "Discloser" means the party providing Confidential Information hereunder.

(f) "Documentation" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.

(g) "Documented Defect" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(h) "Effective Date" means the date identified on the signature page of this Support Agreement as the Effective Date.

(i) "Equipment" means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of

any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.

(j) "Initial Term" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(k) "Intellectual Property Rights" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(l) "License Agreement" means the Software License Agreement entered into between the parties for the license of the Component Systems.

(m) "Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

(n) "Order Form" means each order form or similar ordering document (including all Software Supplements) between the parties incorporating the terms of this Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.

(o) "Order Form Date" means the date identified on the applicable Order Form as the Order Form Date.

(p) "Recipient" means the party receiving Confidential Information hereunder.

(q) "Renewal Period" means, as applicable, each successive twelve-month period following the Initial Term.

(r) "Software Supplement" means, with respect to a Component System, the addendum attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Support Agreement or the applicable Order Form, the terms of the Software Supplement will control.

(s) "Source Code" means computer programs written in higher-level programming languages and readable by humans.

(t) "Third Party Licensor" means a third party whose software products ("Third Party Products") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a "Third Party Agreement").

(u) **"User Restriction"** means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

2. Services.

(a) **Types of Services.** Subject to Licensee paying the applicable fee for Support hereunder for a particular Component System, Infor shall (a) provide Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support"). Licensee's use of any updates, enhancements or modifications to the Component System and Documentation provided by Infor pursuant to this Support Agreement shall be subject to the terms and restrictions of the license grant for such Component System as set forth in the License Agreement, and all Intellectual Property Rights associated therewith shall remain vested in Infor or its Third Party Licensor.

(b) **Third Party Products.** With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) **Restrictions.** Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

3. Payment and Taxes.

(a) **Support Fees.** For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) **Additional Costs.** Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for charges incurred in connection with accessing

Equipment, if any.

(c) **Taxes.** Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(d) **Invoices and Late Charges.** Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or the applicable Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

4. **Term.** With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term, and automatically renew for successive Renewal Periods, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

5. **Confidential Information.** Except as otherwise permitted under this Support Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Component Systems and any software programs provided with the Component Systems, the non-disclosure obligations of the Support Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Component Systems and any software programs provided with the Component Systems, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity.

6. **Disclaimer of Warranties.** Licensee acknowledges and agrees that INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.

7. **Termination.** If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees hereunder),

and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Support Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. LIMITATIONS OF LIABILITY.

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. Notices. All notices and other communications required or permitted under this Support Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Support Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

10. Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Support

Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.

11. Assignment. Licensee may not assign or otherwise transfer any of its rights or obligations under this Support Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Support Agreement, "assignment" shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

12. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Support Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

13. Choice of Law; Severability. This Support Agreement will be governed by and construed under the laws of the State of New York, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Support Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Support Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Support Agreement.

14. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Component Systems.

15. Audit Rights. Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Support Agreement and each applicable Order Form(s). Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any six (6) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted (such as for example, for a number of users greater than those that Licensee licensed pursuant to the License Agreement), then, in addition to any other remedies available to Infor, Licensee will promptly reimburse Infor for the cost of such audit and pay Infor the underpaid license fees therefore and associated fees for Support, based on Infor's then-current list rates, as well as any applicable late charges.

16. Miscellaneous. Infor shall be permitted to reference this Support Agreement in one or more press releases; otherwise, no public statements concerning the existence or terms of this Support Agreement will be made or released to any medium except with the prior approval

of both parties or as required by law. Infor and Licensee are independent contractors under this Support Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Support Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are herein incorporated by reference.

17. Entire Agreement. This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification

of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

Effective Date:

12 DEC. 2012

Infor Global Solutions (Michigan), Inc.

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

Gregory M. Giangliordano
SVP & General Counsel

14 DEC. 2012

LICENSEE: Cuyahoga County

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

Chief INFORMATION OFFICER

12/14/12