



MIAMI-DADE COUNTY SOFTWARE LICENSE, SOFTWARE SUPPORT, AND SOFTWARE SERVICES AGREEMENT

ENTERPRISE ASSET MANAGEMENT SYSTEM

CONTRACT No. SS8667-1/18

THIS SOFTWARE LICENSE, SOFTWARE SUPPORT, AND SOFTWARE SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS 24 DAY OF June, JUNE, 2008 (THE "EFFECTIVE DATE") BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND INFOR GLOBAL SOLUTIONS (MICHIGAN), INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, HAVING ITS WORLDWIDE HEADQUARTERS AT 13560 MORRIS ROAD SUITE 4100 ALPHARETTA, GEORGIA 30004 (HEREINAFTER REFERRED TO AS "INFOR").

RECITALS

WHEREAS, on June 12, 2003, the County and Datastream Systems, Inc., now known as Infor, entered into an Enterprise Asset Management System Software Agreement (hereinafter referred to as the "2003 Agreement");

WHEREAS, subsequent to entering into the 2003 Agreement, Infor released and has made available for license by its customers generally, certain additional advanced functionality not previously released;

WHEREAS, for the avoidance of doubt, the parties seek to identify, update and confirm herein, the software products, functionality and current nomenclature for the software licensed pursuant to the 2003 Agreement as set-forth and identified in Exhibit A ;

WHEREAS, the parties have agreed on two (2) proposals available to the County as set-forth in Exhibits A-2 and A-3 only if selected by the County and memorialized in writing prior to the applicable dates specified in such Exhibits;

WHEREAS, both parties desire to terminate the 2003 Agreement upon the Effective Date of this Agreement and have all software ("software" and "Software" shall have the same meaning as "Component Systems") licensed pursuant to the 2003 Agreement, including Support, as well as any future Component Systems licensed by the County, and the purchase of all Software Support and Services governed by the terms and conditions of this Agreement;

NOW THEREFORE, the County and Infor, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms not defined herein are defined in Exhibits B, B-1, and B-2.

1.1 "Agreement" means collectively these terms and conditions, Exhibit A The Component System(s) Licensed to the County under the 2003 Agreement; Exhibit A-1 Pricing for the Licensing of additional Component Systems, and Purchase of Support; Exhibit A-2 Pricing For An Enterprise License (including Advanced Mobile); Exhibit A-2a Combines Exhibits A and A-2 in the event the pricing option in Exhibit A-2 is selected by the County; Exhibit A-3 Pricing For An Enterprise License (excluding Advanced Mobile); Exhibit A-3a Combines Exhibits A and A-3 in the event the pricing option in Exhibit A-3 is selected by the County; Exhibit A-4 Municipality Access; Exhibit B Infor Software License Agreement (US Oct. 2007), (including Amendment No. 1 thereto); Exhibit B-1 Infor Software



Support Agreement (US August 2007), (including Amendment No. 1 thereto); Exhibit B-2 Infor Software Services Agreement (US March 2007), (including Amendment No. 1 thereto); and Exhibit C Master Preferred Escrow Agreement, Master Number 0401067-00002.

1.2 "Component System" means any one of the computer software programs which is identified in Exhibit A, or is identified in an applicable Order Form, including under the Support Agreement, when and if generally available, updates, enhancements, or modifications to the then-current, general release version of any such Component System that are not separately priced or licensed as new products. Order Form(s) and Exhibit(s) to this Agreement may be amended from time to time by the parties in writing.

1.3 "Component Systems" refers, collectively, to every Component System listed in an applicable Order Form between the parties or which is identified in an Exhibit or amendment.

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

1.5 "Equipment" means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or database management system) upon which Infor generally supports use of the Component System.

1.5 "License Fee" means the fee associated with the License Agreement.

1.6 "Licensee" means the County.

1.7 "Services" mean the software-related professional services that Infor will provide the County as contemplated under the Services Agreement and/or any Work Order and may include additional enhancements or modifications to the Component System, not provided under the Support Agreement, as well as training, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, or personnel to operate the same, and related consulting activities.

1.8 "Support" means (a) access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) when and if generally available, updates, enhancements or modifications, patches to the then-current, general release version of the licensed Component System; and (c) reasonable efforts to correct or circumvent Documented Defects

1.9 The word "subcontractor" or "sub-consultant" means any person, entity, firm or corporation, other than the employees of Infor, who furnishes labor and/or materials, in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of Infor and whether or not in privity of contract with Infor.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the terms and conditions of this Agreement and the attached Exhibits, which are incorporated herein by reference, the order of precedence is as follows: 1) these terms and conditions, 2) thereafter the attached Exhibits appearing in the order below:

Exhibit B Infor Software License Agreement (US Oct 2007); including Amendment No. 1 thereto.

Exhibit B-1 Infor Software Support Agreement (US August 2007); including Amendment No. 1 thereto.

Exhibit B-2 Infor Software Services Agreement (US March 2007); including Amendment No. 1 thereto.

Exhibit C Master Preferred Escrow Agreement, Master Number 0401067-00002, including Amendment No. 1 thereto.

Exhibit A The Component Systems Licensed to the County under the 2003 Agreement.



Exhibit A-1 Pricing for the License of Additional Component Systems and Purchase of Support.

Exhibit A-2 Pricing For An Enterprise License (including Advanced Mobile).

Exhibit A-2a Combination of Exhibit A and Exhibit A-2

Exhibit A-3 Pricing For An Enterprise License (excluding Advanced Mobile).

Exhibit A-3a Combination of Exhibit A and Exhibit 3; and

Exhibit A-4 Municipality Access.

### **ARTICLE 3. GRANT OF RIGHTS**

3.1 License. Infor agrees to provide the County with Component Systems and Documentation in accordance with the terms and conditions of this Agreement.

3.2 Infor grants the County a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems listed in Exhibit A, including the optional purchase options listed in Exhibits A-1, A-2, and A-3 (including any updates, enhancements modifications or patches to such Component Systems that Infor provides under the Support Agreement) on the Equipment for the County's own, internal computing operations. The County also has the right to use the Component Systems, in Object Code form temporarily on the Equipment, for disaster recovery and test purposes of the County's computer operations (i.e., loaded on a separate, non-production, off-powered server).

3.3 Additional and Optional Component Systems, Support and Services. Prior to the date specified in Exhibits A-1, A-2, and A-3, should the County wish to purchase additional licenses for Component Systems, Support and Services, the fees shall be in accordance with Exhibit A-1, A-2, and A-3. All additional licenses for Component Systems and purchases for Support and Services shall be documented in writing by the parties.

3.4. Infor grants the County the right to make a copy of the Component System for archival purposes only and also the right to make a reasonable number of copies of the Documentation for each Component System for its internal use in accordance with the terms of the License Agreement.

### **ARTICLE 4. DELIVERY**

4.1 Component System. Delivery of the Component System to the County shall be FOB shipping at the shipping address designated by the County as its Delivery Address.

4.2 Web Based Component System. Web based applications shall be delivered to the County within seven (7) days of the execution of this Agreement. All County license keys, usernames, and passwords shall be authenticated by Infor.

### **ARTICLE 5. AGREEMENT TERM**

5.1 The Agreement shall become effective on the date set forth above and shall be for a duration of five (5) years. The County, at its sole discretion, reserves the right to exercise one (1) option to renew pursuant to this Agreement for a period of five (5) additional years.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

5.3 Notification. The County shall provide sixty (60) days written notice to Infor of any extension or renewal. This Agreement may be further extended by mutual agreement between the County and Infor, upon approval by the Board of County Commissioners.

**ARTICLE 6. SUPPORT SERVICES**

6.1 Infor Obligations. During the term of this Agreement, Infor shall provide the County with Support services pursuant to the terms and conditions of Exhibit B-1 Infor Software Support Agreement.

6.2 Subject Matter of Support services. The subject matter of services described in clause 6.1 above is assistance with operational problems and alleged program errors. Installation services or other professional services at the County's location are excluded.

6.3 Payments. Support services under this Agreement shall be compensated for by means of the County's payment of annual fees. The fees are due for payment annually in advance upon invoicing by Infor. The County will reimburse Infor for actual travel and living expenses that Infor incurs in providing the County with Support services, with reimbursement to be on an as-incurred basis and in accordance with Article 8.3. The County will also reimburse Infor for charges incurred in connection with accessing Equipment, if any.

**ARTICLE 7. SOFTWARE MODIFICATIONS**

7.1 Error Corrections and Updates. During the term of this Agreement, and pursuant to Exhibit B-1 Infor Software Support Agreement, Infor will provide the County with error corrections, bug fixes, patches or other updates to the Component System licensed hereunder in object code form to the extent available in accordance with Infor's release schedule.

7.2 Component System Enhancements or Modifications. The County may, from time to time, request that Infor deliver Services, pursuant to Exhibit B-2 Infor Software Services Agreement, for enhancements or modifications to the licensed Component System not otherwise provided under the Support Agreement. Upon the County's request for such Services the County shall prepare a Statement of Work ("SOW") for the specific project that shall define in detail the Services to be performed. Infor shall submit a cost proposal including all costs pertaining to furnishing the County with the Services.

- a) The SOW will be mutually agreed to in writing by the parties and include all costs associated therewith for the Services. Each SOW executed hereunder shall incorporate the terms and conditions of this Agreement unless expressly modified in the SOW.

7.3 Title to Modifications. Infor shall solely own all right, title and interest in any error corrections, enhancements, modifications, bug fixes, patches, or updates provided pursuant to this Agreement. Infor grants the County a perpetual, non-exclusive, non-transferable license to use such error corrections, enhancements, modifications, bug fixes, patches, or updates for the County's own, internal computing operations.

Unless otherwise agreed to in writing by the parties, the County has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. Only with respect to the particular Component System for which the Source Code is so licensed, the County shall have the limited right to use Source Code to modify the Component System for the County's own internal computing operations. Any such modifications, (the "**County Modifications**") may be performed through the services of employees of the County; provided, however; that such employees agree not to disclose the Source Code therefor to any other person or entity, or otherwise violate Infor's proprietary rights in the Source Code. The County shall be the sole owner of the County Modification, provided and only the extent that, such County Modification is not a "Derivative Work" of the Component System, where "Derivative Work" has the meaning set forth in the U.S. Copyright Act, 17 U.S.C. §101, et seq. (as judicially interpreted) (such County owned County Modifications being referred to herein as "**County Works**"). For the avoidance of doubt, a County Modification shall be deemed a "Derivative Work" of the Component System if it (a) incorporates, extracts uses in any way the Source Code of such Component System; or (b) in any way modifies, alters, copies or reprograms the Source Code of such Component System. For avoidance of doubt, County Modifications which interact with the Component System solely through the application programming interfaces of such Component System shall not be deemed Derivative Works of the Component System for purposes of this Agreement.



**ARTICLE 8. LICENSE FEES AND PAYMENT**

8.1 License and Support Fees. The County shall pay the License and Support Fees within 30 days of the date of Infor's invoice. The County shall have no obligation to pay Infor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and Infor. All Services undertaken by Infor before the County's execution of this Agreement shall be at Infor's risk and expense.

8.2 Professional Services. The County agrees to pay Infor for Services and related costs thereof as specified in a mutually agreed to SOW.

8.3 Travel. With respect to travel costs and travel related expenses, Infor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

8.4 Pricing. Prices shall be in accordance with the attached Exhibits A, A-1, A-2, A-3, and A-4.

8.5 Invoices. All invoices issued by Infor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's contract number, and shall have a unique invoice number assigned by Infor. It is the policy of Miami-Dade County that payment for all purchases by the County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from date of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from date of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County

Invoices and associated back-up documentation shall be submitted in duplicate by Infor to the County as follows:

Miami-Dade County  
5680 S.W. 87th Avenue  
Miami, FL 33173  
Attention: Mirta Lopez Cardoso

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

**ARTICLE 9. FUNCTIONALLY EQUIVALENT SOFTWARE**

Functionally Equivalent Software. For as long as the County remains current on Support, the maintenance and support obligations of Infor to provide the functions set-forth in attached Exhibit A, including any amendment to Exhibit A, shall remain unaffected throughout the term of this Agreement. In the event that Infor should wish to discontinue maintenance and support of the then current version of the software as set-forth in Exhibit A or any amendment thereto, and as long as the County is current on Support, Infor shall be required to provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the software, if one is generally made available to all Infor customers of the software current on Support, which shall replace the previous version and perform the functions described in Exhibit A or any amendment thereto, and to support and maintain such new version of the software for the balance of the term of this Agreement without additional costs to the County, other than the payment of applicable Support fees.

In the case that Infor is providing Support of the then current version of the software being used by the County, Infor shall only provide any new version of the software if the County is current on Support and there are no



outstanding account receivables and the new software is generally made available to all Infor customers current on Support. Any Software that includes additional functionality or modules that the County wishes to use may require additional fees which fees shall be mutually agreed upon in writing by the parties herein.

#### **ARTICLE 10. PROTECTION OF SOFTWARE**

10.1 Proprietary Information. As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. Infor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which may harm the County's proprietary interest therein.

10.2 Proprietary Rights. Infor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to Infor hereunder, which Infor as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of Services under this Agreement.

- (a) Infor will own all right, title and interest to all Component Systems provided under this Agreement or pursuant to one or more Exhibits or supplemental Exhibits hereto (except for any third party products) and any Services and any Work Product generated from the Services.

10.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Component System, or any portion thereof.

10.4 Ownership. County further acknowledges that all copies of the Component System in any form provided by Infor are the sole property of Infor. The County shall not have any right, title, or interest to any Component System or copies thereof and further shall secure and protect the Component System and Documentation consistent with maintenance of Infor's proprietary rights therein.

#### **ARTICLE 11. CONFIDENTIALITY**

11.1 Acknowledgement. County hereby acknowledges and agrees that the Component System and Documentation constitute and contain proprietary products and trade secrets of Infor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the Component System and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below and in this Agreement.

- a) All Confidential Information of the County may not, without the prior written consent of the County, be used by Infor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
- b) In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information. Neither Infor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.
- c) Except as otherwise permitted under this 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 provide with the Component Systems, the non-disclosure and non-use obligations of this 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.

11.2 Maintenance of Confidential Information. Infor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, Infor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

11.3 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to seek injunctive relief to restrain any such breach or threatened breach. Upon request of the County, Infor shall immediately turn over to the County all of its Confidential Information existing in tangible form, and no copies thereof shall be retained by Infor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

11.4 Survival. County's obligations under this Article 11 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

## **ARTICLE 12. PROJECTS AND SERVICES**

The parties anticipate that from time to time they will be in contact regarding the County's needs for assistance on clearly defined Projects ("Projects") in the areas of business strategy, business integration, business process improvement, training, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities ("Services").

## **ARTICLE 13. SCOPE OF WORK**

Prior to the commencement of Professional Services for any Project, the County and Infor shall submit a written proposal for a specific Project that shall define in detail the Scope of Work to be performed which shall include a scope of work, Deliverables or Infor's responsibilities, County's responsibilities, assumptions, anticipated Project schedule, pricing and other information relevant to the Project. Each fully executed Scope of Work shall automatically incorporate the terms and conditions of this Agreement and may specify additional terms and conditions.

## **ARTICLE 14. SUBSTITUTION OF PERSONNEL**

In the event Infor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## **ARTICLE 15. MANNER OF PERFORMANCE**

- a) Infor shall provide the Services described herein in a competent and professional manner in accordance with the terms and conditions of this Agreement and mutually agreed to Statement of Work. The parties shall be entitled to full and prompt cooperation by each other in all aspects of the Services. At the request of the County, and for cause as determined by Infor, Infor shall promptly remove from the project any of Infor's employee, subcontractor, or any other person performing Services hereunder. Infor agrees that such removal of any of its employees does not require the termination or demotion of any employee by Infor.
- b) Infor shall supply competent employees. Miami-Dade County may require Infor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.



- c) Infor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any of Infor's personnel performing services hereunder at the lawful behest of the County. Removal and replacement of any of Infor's personnel as used in this Article shall not require the termination and or demotion of such Infor personnel.
- d) Infor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. Infor may adjust its personnel staffing levels or replace any of its personnel if so directed upon reasonable request from the County.
- e) Infor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- f) The parties shall at all times cooperate with each other and endeavor to coordinate their respective work efforts to effectively and efficiently maintain the progress of any Work Order.
- g) Infor shall comply with all applicable provisions of all federal, state and local laws, statutes, ordinances, and regulations with regard to the performance of this Agreement.

**ARTICLE 16. EMPLOYEES ARE THE RESPONSIBILITY OF INFOR**

All employees of Infor shall be considered to be, at all times, employees of Infor under its sole direction and not employees or agents of the County

**ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP**

Infor shall be, in the performance of all work services and activities an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Infor's sole direction, supervision and control. Infor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Infor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

Infor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement

**ARTICLE 18. SUBCONTRACTUAL RELATIONS**

- a) If Infor will cause any part of the Services provided under this Agreement to be performed by a subcontractor, the appropriate provisions of this Agreement will apply to such subcontractor and its officers, agents and employees in all respects; and Infor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees. The services performed by the subcontractor will be subject to the appropriate provisions hereof as if performed directly by Infor.
- b) Infor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the County may require. The County will have the right to require Infor not to award any subcontract to a person, firm or corporation disapproved by the County.



- c) Before entering into any subcontract hereunder, Infor will inform the subcontractor fully and completely of appropriate provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Any Services performed by such subcontractor will comply with the requirements of this Agreement. Infor shall remain responsible for the completion of Services performed by the subcontractor.
- d) All subcontractors are required to protect the confidentiality of the County's proprietary and confidential information.

## ARTICLE 19. WARRANTIES

19.1 Ownership. Infor represents that it is the owner or authorized licensee of the entire right, title, and interest in and to all Component Systems, and that it has the right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

19.2 Documented Defects. (a) Infor warrants that each Component System licensed to the County will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's obligations with respect to such warranties shall be contingent on the County's use of the Component System in accordance with this Agreement and in accordance with Infor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by Infor from time to time. Infor shall have no warranty obligations with respect to any failures of the Component System which are the result of accident, abuse, misapplication, or extreme power surge. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Article 27 Limitation of Liability, the County may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Article are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. The County must provide notice to Infor of any warranty claim within the warranty period.

(b) Disclaimer of Warranty. The limited warranties in this Article 19. 2 are made to the County exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET THE COUNTY'S REQUIREMENTS.**

(c) Abrogation of Limited Warranty. Infor will have no obligation under this Article to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System other than authorized by Infor; (ii) the County's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) 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. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in (a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in (a) above shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which the County is changing User Restrictions (e.g., without limitation, adding users) under an Order Form or this Agreement.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN THIS ARTICLE WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF**

**WHETHER THE COUNTY HAS ACCEPTED ANY COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.**

(e) **HIGH RISK ACTIVITIES.** THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE COMPONENT SYSTEMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.

**ARTICLE 20. INTELLECTUAL PROPERTY INDEMNIFICATION**

Infor will defend, indemnify and hold harmless the County from and against any claim, damages, liabilities, losses, expenses, or any other action brought against the County to the extent that such action is based on any threatened, alleged or actual claim that the Component System or any Work performed under this Agreement infringes any Intellectual Property Rights of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) County must promptly notify Infor of any such claim; (ii) the County must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if the County chooses to represent its own interests in any such action, the County may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) the County must cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any unauthorized 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 Infor's opinion is likely to become, the subject of an infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for the County 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 County the portion of the license fee paid to Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by the County based on straight line depreciation assuming a useful life of five (5) years, provided that the County 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, Infor's obligations hereunder will be further limited accordingly. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

**ARTICLE 21. INSURANCE**

Infor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature for personal injury and physical property damage arising out of, relating to or resulting from the negligence of Infor or its employees, agents, servants, partners, principals or subcontractors providing services hereunder. Infor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1<sup>st</sup> Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:



1. Worker's Compensation Insurance for all employees of Infor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of Infor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve Infor of this liability and obligation under this section or under any other section in this Agreement.

Execution of this Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Infor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, Infor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If Infor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, Infor shall be in default of the contractual terms and conditions, unless such time frame for submission has been extended by the County.

Infor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, Infor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.



**ARTICLE 22. DEFAULT AND TERMINATION**

22.1 Termination. The County may terminate this Agreement if Infor attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. Infor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

22.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to Infor and in such event:

- a) Infor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article, Infor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article is subject to audit.

22.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to comply with the provisions of Section 11 (Confidentiality) or makes an assignment in violation of Section 24 (Nonassignability); (3) if Infor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

22.4 Effective Date of Termination. Termination due to a material breach of Articles 3 (Grant of Rights), 10 (Protection of Software), or 11 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

22.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Component System and Documentation, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of the County, that it has done so.

22.6 Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement.

22.7 Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

**ARTICLE 23. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:



**(1) To the County Project Manager:**

Miami-Dade County  
Enterprise Technology Department  
5680 S.W. 87 Avenue  
Miami, FL 33173  
Attention: Mirta Lopez Cardoso  
Phone: (305) 596-8690  
Fax: (305) 275-7696  
E-mail: [mlopezm@miamidade.gov](mailto:mlopezm@miamidade.gov)

**and to the Contract Manager:**

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128-1974  
Attention: Julian R. Manduley, IT Procurement Contracting Officer  
Phone: (305) 375- 2179  
Fax: (305) 375- 5688  
E-Mail: [jmandul@miamidade.gov](mailto:jmandul@miamidade.gov).

**(2) To Infor**

13560 Morris Road Suite 4100  
Alpharetta, Georgia 30004  
Attention: Legal Department  
Phone: 678-319-8015  
Fax: 678-319-8949  
E-mail: [tiffany.white@infor.com](mailto:tiffany.white@infor.com)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 24. NONASSIGNABILITY**

Infor shall not assign this Agreement or its rights hereunder without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed, except to a successor acquiring all or substantially all of Infor's assets and liabilities.

This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

**ARTICLE 25. INSPECTOR GENERAL REVIEWS**

25.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, Infor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Infor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Infor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Infor



in connection with this Agreement. The terms of this Article shall not impose any liability on the County by Infor or any third party.

25.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to Infor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

25.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award

25.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Infor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

- a) Upon written notice to Infor from the Inspector General or IPSIG retained by the Inspector General, Infor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in Infor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 26. CONFLICT OF INTEREST**

Infor represents that to the best of its knowledge:

- a) No known officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, by Infor in connection with the



execution of this Agreement.

- b) This Agreement is entered into by Infor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through Infor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to Infor or to the best of Infor's knowledge any sublicensee or supplier to the Licensor.
- c) Neither Infor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of Infor shall have any known interest which is in conflict with Infor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided Infor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Infor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Infor shall promptly bring such information to the attention of the County's Project Manager. Infor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Infor receives from the Project Manager in regard to remedying the situation.

**ARTICLE 27. LIMITATION OF LIABILITY**

**(a) LIMITED LIABILITY OF INFOR. EXCEPT FOR ARTICLE 20 INTELLECTUAL PROPERTY INDEMNIFICATION, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THE LICENSE AGREEMENT, THE SOFTWARE SUPPORT AGREEMENT AND THE SERVICES AGREEMENT OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED (A) WITH RESPECT TO CLAIMS RELATING TO THE LICENSE AGREEMENT (OR OTHERWISE RELATING TO THE COMPONENT SYSTEMS AND FALLING OUTSIDE THE SCOPE OF (B) AND (C) BELOW), THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM OR AMENDMENT, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM, GIVING RISE TO THE LIABILITY; (B) WITH RESPECT TO CLAIMS RELATING TO THE SUPPORT AGREEMENT, THE FEE THAT LICENSEE ACTUALLY PAID INFOR FOR SUPPORT FOR THE TWELVE MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE; (C) WITH RESPECT TO CLAIMS RELATING TO THE SERVICES AGREEMENT, THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE STATEMENT OF WORK OR WORK ORDER.**

**(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS 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 WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**



**ARTICLE 28. GOVERNING LAW**

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**ARTICLE 29. COUNTY USER ACCESS PROGRAM (UAP)**

29.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%) of the invoice amount. All sales resulting from this Agreement, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

Infor providing goods or services under this Agreement shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Infor participation in this invoice reduction portion of the UAP is mandatory.

29.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide approved entities a UAP Participant Validation Number. Infor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Infor participation in this joint purchase portion of the UAP, however, is voluntary. Infor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, Infor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to Infor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with Infor and shall be paid by the ordering entity less the 2% UAP.

29.3 Infor Compliance. If Infor fails to comply with this Article, then Infor may be considered in default by the County in accordance with this Agreement.

**ARTICLE 30. MUTUAL OBLIGATIONS**

- a) This Agreement, including all exhibits to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements including the 2003 Agreement, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

**ARTICLE 31. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

Infor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in Statement of Works. Infor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.



**ARTICLE 32. NONDISCRIMINATION**

During the performance of this Agreement, Infor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement with the County, Infor agrees to comply with the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Infor or any owner, subsidiary or other firm affiliated with or related to Infor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation renders this Agreement void. This Agreement shall be void if Infor submits a false affidavit pursuant to this Resolution or Infor violates the Act or the Resolution during the term of this Agreement, even if Infor was not in violation at the time it submitted its affidavit.

**ARTICLE 33. AUDITS**

Infor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of Infor's books, documents, papers and records and of its subcontractors and suppliers which apply to matters relevant to this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement. County may audit Infor no more than once in any twelve (12) month period.

Infor (including any third party auditor retained by Infor) may audit the records and systems of the County to ensure compliance with the terms of this Agreement and each applicable Order Form(s), exhibit(s), SOW (s) or amendment(s). The parties will mutually agree upon a reasonable time to conduct any such audit and any special security procedures that may be required for same. Any such audit will be conducted during Licensee's regular business hours at the County's location and will not interfere unreasonably with the County's business activities. Infor may audit the County no more than once in any twelve (12) month period. If an audit reveals that the County 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 the County licensed pursuant to this Agreement), then, in addition to any other remedies available to Infor, the County will promptly reimburse Infor for the cost of such audit and pay Infor the underpaid license fees therefore and associated fees for Support (as defined in the Support Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

**ARTICLE 34. INFOR OBLIGATIONS**

As a requirement of this Agreement, Infor is obligated to comply with all applicable County ordinances and state statutes. Infor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of Infor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

The following County vendor application and affirmative action place information can be downloaded from the following websites:

- a) Active County Vendor Registration and County Affidavits – the vendor registration application and associated affidavits can be downloaded from the following website: [http://www.miamidade.gov/dpm/vendor\\_registration.asp](http://www.miamidade.gov/dpm/vendor_registration.asp);
- b) Affirmative Action Plan – the information pertaining to this program can be obtained online from the following website: <http://www.miamidade.gov/dbd/library/AAPGuidelines.pdf>.



**ARTICLE 35. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Support can be cancelled at any time that Infor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from Infor for canceling Software Support during the year.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall Infor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the work being performed hereunder, unless Infor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any department, board, agency, commission or other organization or any person outside of the County, whether governmental or private, in connection with the Services to be performed hereunder except to Infor's suppliers and subcontractors or upon prior written approval and instruction of the County; and
- c) Except as may be required by law, Infor and its employees, agents, sublicensors and suppliers will not represent, directly or indirectly, that any product or service provided Infor or such parties has been approved or endorsed by the County.

**ARTICLE 37. FORCE MAJEURE**

- a) Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.
- b) In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

**ARTICLE 38. MUNICIPALITIES**

Subject to Exhibit A-4, County may serve web based applications to municipalities within Miami-Dade County which are designed to provide a service that directly impacts the business functions and data exchange requirements of the County. For example, County can provide municipalities with access to Infor's EAM software product(s) if such application provides a vehicle for County to collect data supporting the County's EAM infrastructure. Access is limited to web based applications hosted by the County.



**ARTICLE 39. BANKRUPTCY**

Either party may terminate this Agreement, if, during the term of this Agreement the other party becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the other party under federal bankruptcy law or any state insolvency law.

**ARTICLE 40. NO WAIVER**

A party's failure to enforce its rights with respect to any single or continuing breach of this 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.

**ARTICLE 41. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Infor Global Solutions (Michigan), Inc.

By: Brad Steiner

Name: Brad Steiner

Title: VP, Deputy General Counsel and Secretary

Date: April 10, 2008

Attest: Brad Steiner  
Corporate Secretary

Miami-Dade County

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: June 24, 2008

Attest: [Signature]  
Clerk of the Board



Corporate Seal

Approved as to form and legal sufficiency

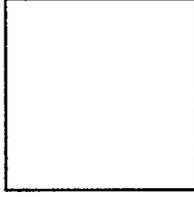
[Signature]  
Assistant County Attorney

# **EXHIBIT A**



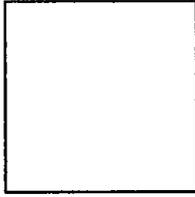
<p>Exhibit A- The Component Systems Licensed to the County under the 2003 Agreement</p>			<p>Infor EAM Enterprise Edition Concurrent Licenses (1395) *unless noted otherwise</p>
<p>Desc. (Install Parameter Key)</p>	<p>Module</p>	<p>Description</p>	

<p>Asset Management Services</p>	<p>Asset Management Services</p>	<p>Asset Management Services are designed for maintenance organizations that operate as a business unit and charge customers for maintenance work they perform. Customers use this feature to define time, material and labor costs in cost-charging arrangements and then apply cost-charges to commercial agreements.</p>	<p>Included</p>
<p>Audit Trail</p>	<p>Audit Trails</p>	<p>Audit Trails provide a flexible way to track changes to data, comments and attributes for almost every Infor EAM Enterprise Edition table. In the regulatory environment, the Audit Trails module is exceptional because of its comprehensive coverage, flexibility and ease of use.</p>	<p>Included</p>
<p>Budget Management</p>	<p>Budget Management</p>	<p>The Budget Management module automates budget setup and the subsequent capture, monitoring, control and analysis of associated maintenance expenditures.</p>	<p>Included</p>
<p>Call Center</p>	<p>Call Center</p>	<p>Infor EAM Enterprise Edition offers the ability to centralize incoming maintenance requests from a broad and diverse customer base. The Call Center module empowers operators and customer service representatives by providing all the information needed to handle maintenance, service and asset management requests right at their fingertips. It also ensures that all necessary information is gathered from the caller to successfully complete the request.</p>	<p>Included</p>
<p>Administration</p>	<p>Configuration Manager</p>	<p>The Configuration Manager module enables customers to export their Infor EAM Enterprise Edition development environment base configurations to a special XML-formatted file that may be imported into another Infor EAM Enterprise Edition environment. This enables system administrators to set up a test environment and build their unique configurations.</p>	<p>Included</p>



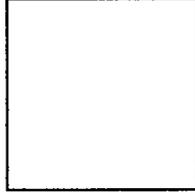
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<p>Depreciation</p>	<p>Depreciation</p>	<p>Infor EAM Enterprise Edition includes the ability to calculate and display any of four asset depreciation methods, including straight-line, double declining rate, sum-of-the-years-digits and units of production.</p>	<p>Included</p>
<p>Inbox and Scorecard with KPIs</p>	<p>Inbox and Scorecard with KPIs</p>	<p>The Infor EAM Enterprise Edition home page contains two sections: Inbox and Scorecard. The Inbox functions as a "to-do" list that allows individuals users to specify automatically generated numerical counts of items awaiting action such as requisitions or work orders. The Scorecard displays a graphical depiction of Key Performance Indicator (KPI) status based on user-specified parameters. Through KPIs, users define and monitor asset performance indicators, such as mean time between equipment failures, without having to run reports.</p>	<p>Included</p>
<p>Inspections Management</p>	<p>Inspection Management.</p>	<p>The Inspection Management module works in concert with the Work and Asset Management modules to give companies more control over condition monitoring. These modules also allow for the automatic generation of corrective work actions when an inspection result exceeds a preset limit.</p>	<p>Included</p>
<p>Linear Assets</p>	<p>Linear Assets.</p>	<p>The Linear Assets module enables users to define an asset in terms of linear reference details like length, unit of measure and geographic reference. Users can write work orders against any portion or point on that asset by specifying to and from points.</p>	<p>Included</p>
<p>Materials Management ABC Analysis Internal Repairs Receipts</p>	<p>Materials Management.</p>	<p>The Materials Management module offers tools to monitor and control the inventories of storerooms. These tools-including economic order quantity (EOQ) and class calculations and</p>	<p>Included Included Included</p>



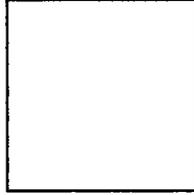
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Issue/Return Parts		<p>assignments—support parts receipts, issues, returns and cycle counts.</p>	Included
Non-PO Receipts			Included
Parts			Included
Physical Inventory			Included
Pick Tickets			Included
PO Receipts			Included
Quick Store-to-Store Transfers			Included
Requisitions			Included
Store-to-Store Receipts			Included
Store-to-Store Requisitions			Included
Store-to-Store Issues			Included
Supplier Returns			Included
Email Messenger	<p><b>Messenger.</b></p>		<p>Messenger enables user-defined recipients to receive e-mail notification for pre-defined events, such as the submission of a requisition or the receipt of a part. The automatic messages keep personnel updated on actions such as work or purchase order requests, approvals, completions and purchase order receipts as well as deletions in the database.</p>
<p>Microsoft Project 2003 Interface</p>	<p><b>Microsoft Project Interface.</b></p>	<p>The Microsoft Project 2003 feature provides a true, two-way interface between Infor EAM Enterprise Edition and Microsoft Project. Users can pass work orders and trade personnel to Microsoft Project for planning and scheduling purposes. Microsoft Project returns scheduling data for execution and tracking.</p>	Included

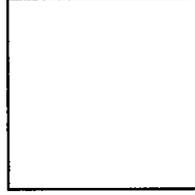


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<p>Multi-Organization Support</p>	<p>Multi-Organization Support.</p>	<p>Infor EAM Enterprise Edition is often used by companies located in multiple countries, requiring the use of a variety of currencies and languages. With flexible multi-organization features, regional, national and multi-national organizations can manage multiple legal entities with one database and apply security settings to determine a user's access. Each site within the organization is able to view and edit its own data.</p>	<p>Included</p>
<p>Preventive Maintenance (PM) Flexibility</p>	<p>Preventive Maintenance (PM) Flexibility.</p>	<p>With PM Flexibility, users create PM tasks based on a fixed date, flexible time period or metered usage. Users may incorporate routes with a PM task to service multiple assets that share similar PM requirements under a single work order. Infor EAM Enterprise Edition can automatically adjust PM schedules to compensate for early or late PM work accomplishment. Infor EAM Enterprise Edition also offers PM Revision Control to track modifications and control the authorization of modifications to PM scheduled task, materials and routes.</p>	<p>Included</p>
<p>Project Management</p>	<p>Project Management.</p>	<p>Infor EAM Enterprise Edition handles complex or simple projects by automating the Project Management process from initiation to completion. With the ability to organize budgets, labor and equipment for projects, companies can reduce the amount of time, personnel and money spent on a project.</p>	<p>Included</p>
<p>Purchasing Management</p>	<p>Purchasing Management.</p>	<p>The Purchasing Management module helps companies ensure that the right parts are ordered and keep up with delivery times, vendor performance payments and goods receipts. For those wanting advanced web-based procurement, Infor EAM iProcure is available. (See Infor EAM iProcure under</p>	<p>Included</p>
<p>Datastream 7i Supply</p>			<p>Included</p>
<p>Blanket Orders</p>			<p>Included</p>

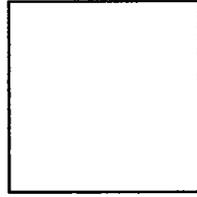


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Customer Contracts		"Advanced Modules" for more information.)	Included
Invoice Vouchers			Included
Purchase Orders			Included
Purchasing Clauses			Included
Purchasing Contracts			Included
Repairable Spares	Repairable Spares.	The Repairable Spares functionality allows customers to designate parts or equipment as being "repairable." Items designated for refurbishment can be automatically placed in a "To Be Repaired" location when returned to the storeroom following maintenance action.	Included
Crystal Reports & Cognos Reports	Reports.	The Infor EAM Enterprise Edition Reports module enables users to select from a variety of pre-defined reports (in both Crystal and Cognos) including assets, materials, purchasing, schedule, work, budget analysis, projects and commercial services.	Included
Upload Utility	Upload Utility.	The Upload utility is a tool that uses Web services to insert or update selected tables in Infor EAM Enterprise Edition. This facilitates rapid insertion of data into the system without the need for manual data entry. For example, users can now load 100,000 part items from a newly acquired warehouse in a matter of seconds.	Included

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<p>Usage Monitoring (Meters)</p>	<p><b>Meters.</b></p>	<p>Infor EAM Enterprise Edition offers an extensive metering function that allows an unlimited number of meters to be associated with a single piece of equipment. Metered usage values flow down a customer-defined equipment hierarchy to selected components, eliminating the need for supplemental metering.</p>	<p>Included</p>
<p>Warranties</p>	<p><b>Warranties and Warranty Claims.</b></p>	<p>The Warranties and Warranty Claims feature of Infor EAM Enterprise Edition allows users to track asset warranties, process warranty claims and provide for unlimited warranties against any asset. Infor EAM Enterprise Edition accommodates both meter- and date-based warranties and automatically tracks all work orders in the system that have a potential claim. In addition it allows for time-elapse warranties on consumable parts not registered as assets.</p>	<p>Included</p>
<p>Work Management</p>	<p><b>Work Management.</b></p>	<p>From installing new equipment to issuing corrective or preventive maintenance work orders, the Work Management module tracks all aspects related to work performed on assets. The ability to track and manage work requests, labor, planning and scheduling allows companies to make the most of their resources while improving productivity. The module also allows users to create a work order and include multiple pieces of equipment without the need for a route.</p>	<p>Included</p>
<p>PM Revision Control</p>			<p>Included</p>
<p>VMRS Codes</p>			<p>Included</p>

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Application Program Interfaces (APIs)	Application Program Interfaces (APIs)	Data Collection APIs facilitate communication between the server and mobile products allowing information to pass between handheld and disconnected products. These APIs are used for transaction management. Hardware and software for the Data Collection functions are sold as separate advanced modules.	Included
	Comment Spell Checker.	This feature is critical given that comments can encompass all textual procedures, instructions, inspection results, and other key information throughout the system. By using a spellchecker, users are ensured improved accuracy and clarity associated of tasks within Infor EAM Enterprise Edition.	Included
71 Caller Login for Service Requests (7ISCDKEY)	Customer Service Request.	Infor EAM Enterprise Edition Service Requests are ideal for facilities management where an Infor EAM Enterprise Edition customer has a number of internal "customers" who need a simple method for reporting maintenance problems. Such reporting involves a simple Caller ID and the selection of a preformatted list of common problems. The Caller has the opportunity to submit free-format comments to clarify the problem being submitted. Examples for Service Request operation include universities (dormitories), hospitals, apartment complexes, and the like.	This Service Request functionality was included in the original System Description, but the pre-configured Service Request was new functionality introduced in ver. 7.10. Infor delivered key-codes for 2000 Service Requestors to Miami-Dade on 3/28/2007.
Customer Service Requests			Included

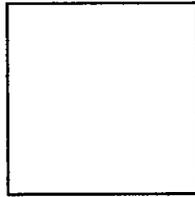
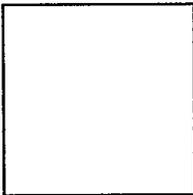
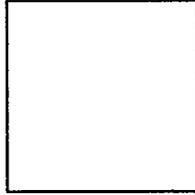


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Barcode (7IBCDKEY)	Barcoding.	Barcoding allows users to design and print labels for assets, providing increased mobility and systems functionality. Labeling assets streamlines the tracking and relocating of assets, warranty activation and updating, work registration and other functions.	Not included in original System Description, but made available to Miami-Dade as connected to Mobile functionality for which Infor provided 1400 Named Users.
Calibration	Calibration.	The Infor EAM Enterprise Edition Calibration module provides a comprehensive calibration program fully integrated with the overall Infor EAM Enterprise Edition solution. The module was developed with the cooperation of existing customers to address broad-based regulatory compliance within an easy-to-use format. Thorough records for calibration operations are preserved and the system offers detailed reports designed to serve calibration needs and to offer proper documentation for future calibration auditing and review.	Architected on a Named User basis. Included
Mobile	Mobile.	Infor EAM Enterprise Edition Mobile makes it possible to download work assignments from the Infor EAM Enterprise Edition database using docking cradles or dial-up and wireless connections. This automates virtually every aspect of maintenance and data collection and allows users to create field-based work orders, use drill-down menus to retrieve detailed information about a piece of equipment and capture actual "wrench time" as work occurs.	Included  Architected on a Named User basis, so Infor delivered 1400 Named Users



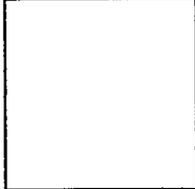
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Fleet Module	Fleet.	The Fleet module includes Vehicle Maintenance Reporting Standards (VMRS) codes and additional customers' fields. Focusing on the transportation industry's greatest opportunities for productivity and cost-per-mile savings, the Fleet module enables transportation companies to process warranty claims, manage tires and fuel, and improve vehicle performance through preventive maintenance.	Included
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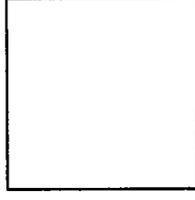


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<p>Infor EAM Enterprise Edition Analytics (7IACDKEY)</p>	<p>Analytics.</p>	<p>One of the most powerful assets a company holds is its data—whether it is data about inventory, purchase orders, warranties, production, manufacturing costs, or employees. But a company needs to be able to do more than just collect and manage data. Infor EAM Enterprise Edition Analytics gives business managers tighter control over the state of their operations through analysis tools and a powerful data warehouse. The system provides a single point of view that incorporates data from any number of disparate sources to help businesses:</p> <ul style="list-style-type: none"> <li>• Collect asset data using Infor EAM Enterprise Edition</li> <li>• Analyze the data and model “what if” scenarios to predict future performance</li> <li>• Make better-informed business decisions to optimize asset performance and improve overall productivity</li> </ul> <p>The Infor EAM Enterprise Edition Analytics data warehouse consists of a series of data marts specifically structured for querying and reporting. This structuring summarizes entity data (booked hours per work order, number of parts issues per day, etc.) so that Infor EAM Enterprise Edition Analytics reporting can execute rapidly. That is the advantage of the Data Warehouse over only using the Infor EAM Enterprise Edition database.</p> <p>Using Infor EAM Enterprise Edition Analytics, business and technical managers alike can mine their assets to identify trends and anomalies that help them make better forward-looking decisions. Most importantly, those managers can be certain that the analysis is completely accurate, reliable, and</p>	<p>Included. Infor has provided Miami-Dade with a server license and single Named User user.  Additional Users may be licensed on a Named User basis.</p>
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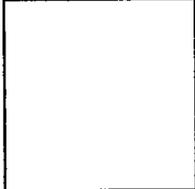
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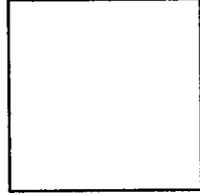
		<p>applicable because it is based on the actual business data that is captured on a day-to-day basis through Infor EAM Enterprise Edition and other enterprise systems.</p>	
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<p>GIS Integration</p>	<p>GIS Integration.</p>	<p>With Infor EAM Enterprise Edition, municipalities preserve the public's investment with asset management functionality such as work order and materials management, integrated procurement, and reporting capabilities for tracking and managing equipment with one application. The Infor EAM Enterprise Edition flexible architecture also allows municipal customers to integrate Geographical Information System (GIS) mapping software for a Web-based solution to address their unique environment. With the Infor EAM Enterprise Edition intuitive, flexible interface and seamless GIS module, municipalities increase workforce efficiency and lower costs by:</p> <ul style="list-style-type: none"> <li>• Pinpointing assets and accessing critical information prior to servicing</li> <li>• Enabling work order generation directly from the GIS display</li> <li>• Streamlining workflow between departments for improved performance</li> <li>• Forming sequential routes to complete work orders</li> <li>• Creating a consolidated, easy-to-access view of asset history and location</li> <li>• Leveraging seamless GIS and asset management integration community-wide</li> <li>• Reducing administrative overhead by synchronizing critical tabular Infor EAM Enterprise Edition data with geo-spatial layers and attributes from ESRI GIS</li> <li>• Adhering to governmental regulations like GASB 34 and CMOM through linear asset management</li> <li>• Focusing graphically on strategic sections of assets and related asset failures</li> </ul>	<p>Included</p>
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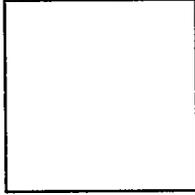


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<p>Databridge</p>	<p>Integration Tools - Databridge and Web Services</p>	<p>Infor EAM Enterprise Edition is a fully web architected solution that provides two unique application integration methodologies a) Databridge Messaging and b) Web Services.</p> <p>&gt; Databridge Messaging is a Java based XML integration solution intended for business documents that require asynchronous queuing for audit tracking purposes, typically related to Finance, Inventory, Purchasing, Payables, Assets, and Inventory. Databridge Messaging is built on internal Java Message Service (JMS) so that it can deploy with any customer EAI platform, e.g. WebSphere.</p>	<p>Included</p>
<p>71 Web Services/Web Services Development Toolkit (71WCDKEY)</p>		<p>Web Services are synchronous request and response programming functions that enable application integration and extend Infor EAM Enterprise Edition functionality through customizable user interfaces, application to application interfaces and distributable services. Web Services can be consumed by any SOAP compliant development platform and make the foundation for Service Oriented Architecture (SOA). The XML data structures our products support mean we can integrate to products on any platform and transform the XML to meet the public interface requirements of the targeted application. This methodology of loosely coupled solutions through platform independent structures like XML and Web Services provides our customers with much greater functionality, scalability and a lower cost of ownership.</p>	<p>Included</p>

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<p>71 Web Services Web Services Development Toolkit (71WCDKEY)</p>	<p>Connector.</p>	<p>Connector enables interactive, synchronous access to the interface through the Web services interface. The connector interface provides access to the Infor EAM Enterprise Edition data for use in portals, reports, and websites and access to Infor EAM Enterprise Edition functions allowing the creation of external applications in commonly used user interfaces like Microsoft Outlook, Lotus notes, Pervasive Devices, Visual Basic, and Java. <i>Example: Work Request interface for operational personnel created in Visual Basic for Applications utilizing SOAP and XML and deployed using Microsoft Outlook. Any user that needs real time list of values for validation through external application.</i></p>	<p>Miami-Dade and Infor exchanged 5 Concurrent Users for 5 Connectors</p> <p>Additional Connectors may be exchanged for existing Concurrent Users or licensed separately.</p>
<p>iProcure (iPKEY)</p>	<p>71 Buy.</p>	<p>The iProcure module automates the procurement of industrial spare parts by connecting buyers and over 150 industrial spare parts suppliers. Through the Internet, the iProcure module integrates seamlessly with Infor EAM to expand the functionality of purchasing, inventory, and supply chain management. Customers can plan work, track parts usage, manage stock levels and replenish stock via the Internet—all from their maintenance software.</p>	<p>Software functionality included.</p> <p>Would require additional subscription and hosting if Miami-Dade chooses to utilize.</p>

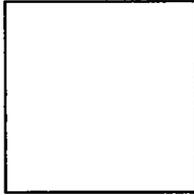
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<p>Requestor (CDREQKEY)</p>	<p>Requestor.</p>	<p>Infor EAM Enterprise Edition Requestor is ideally suited for users needing only Requisition and Work Request functionality including field selections for items such as store, suppliers, part number, department, individual pieces of equipment, cost codes, work priority, requested start/end date for the work item, and associated user-defined fields. Examples of Requestor users include administrative workers with a need to submit purchase requisitions and occasional users of Infor EAM Enterprise Edition needing only ability to submit work requests for a general area of a business.</p>	<p>Additional pre-configured Requestors may be exchanged for existing Concurrent Users or licensed separately.</p>
<p>Infor EAM Enterprise Edition Advanced Mobile (7IMCDKEY)</p>	<p>Advanced Mobile.</p>	<p>Mobile Framework that provides a mobile infrastructure for those customers who require functionality not available in our packaged EAM mobile offering. The solution provides a flexible, adaptable framework to meet the specific needs of Infor customers' mobile business requirements. This new product is a complimentary solution to existing mobile products, and addresses the need for customized enterprise mobile computing solutions. Advanced Mobile, by default, does not deliver "out of the box" integrated functionality to Infor EAM products, but instead offers a framework to be configured to specific customer requirements through a professional services engagement. The framework licensing is available for sale by Infor, as well as the professional services required to deliver complete solutions. Advanced Mobile supports Web Services integration, as well as other generic integration capabilities to both Infor and non-Infor software products.</p>	<p>This is advanced functionality that is available for license, but was not in the original System Description.  Licensed on a device basis</p>



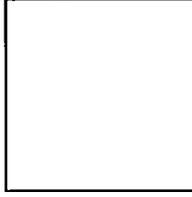
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<p>21 CFR 11</p>	<p>Electronic Records/Signature (21 CFR 11).</p>	<p>Secure electronic records and signatures are critical FDA requirements for 21CFR Part 11 validations within the pharmaceutical, food and beverage, and personal care products industries. This advanced module includes electronic signatures, multiple approval levels, record snapshots, a high level of security and configurability and the ability to track all changes and edits made to electronic forms.</p>	<p>This is advanced functionality that is available for license, but was not in the original System Description.</p> <p>Licensed on a module basis</p>
<p>Infor EAM Enterprise Edition Advanced Reporting (7ICCDKEY, 7IPCDKEY, EWSRKEY)</p>	<p>Advanced Reporting.</p>	<p>The Infor EAM Enterprise Edition Advanced Reporting module offers a variety of reporting requirements beyond the supported Crystal Clear Reports, from ad hoc query, managed reports and business reports to invoice statements and bills.</p> <p>Two types of Advanced Reporting Users are available: A "Consumer User" provides access to Advanced Reporting functionality limited to the right to: view reports, set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as .pdf and .csv, subscribe to a scheduled report, create and manage report folders, and personalize standard reports.</p> <p>An "Author User" provides access to Advanced Reporting functionality limited to the rights granted a Consumer User, plus the rights to use the Query and Report Studio functionality.</p>	<p>This is advanced reporting functionality that is available for license, but was not in the original System Description.</p> <p>Licensed on a Concurrent User basis for Consumer Users. Licensed on a Named User basis for Author Users.</p>



<p>Exhibit A- The Component Systems Licensed to the County under the 2003 Agreement</p> <p><b>Desc. (Install Parameter Key)</b></p>	<p><b>Module</b></p>	<p><b>Description</b></p>	<p><b>Infor EAM Enterprise Edition Concurrent Licenses (1395)</b> *unless noted otherwise</p>
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<p>Infor EAM Asset Sustainability Edition</p>	<p><b>ASE (Green)</b></p>	<p>The Infor EAM Asset Sustainability Edition module includes Energy Consumption and Integration Tracking, Energy Based Asset Event Management configuration and functionality and Energy Integration into Maintenance Planning and Scheduling.</p>	<p>This is advanced functionality that is available for license, but was not in the original System Description.  Licensed on a <b>Concurrent User</b> basis</p>
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Note: Annual Support for the term of 8/28/07 - 8/27/08 was \$236,691  
Annual Support for the term of 8/28/08 – 8/27/09 is \$246,159

All Annual Support renewals will be at the exclusive option of Miami-Dade County.

Standard Support plus 7x24 critical-incident support is subject to an Annual Escalation Cap of 4% per year over the previous year actual Maintenance Support fees paid for the initial 5 year term of the contract. After the initial contract term, the Maintenance Support Fee Annual Escalation Cap will be 6% or the then-current Consumer Price Index, whichever is greater but with an agreement to negotiate future multi-year terms in good faith, post term.

## **EXHIBIT A - 1**

**EXHIBIT A-1**

**PRICING FOR THE LICENSE OF ADDITIONAL COMPONENT SYSTEMS AND PURCHASE OF SUPPORT**

The following pricing is valid until May 15, 2009 for additional quantities of licensed products.

Individual purchases of quantities greater than 100 users of any product will be offered at a 16% discount off the unit prices specified below. Should Miami Dade County elect to purchase a minimum quantity of 700 units of Infor EAM Advanced Mobile by the listed date of May 15, 2009, the per unit price would be \$775 per unit plus 18.7% Standard Support plus 7x24 critical-incident support.

Infor and Miami-Dade County agree to negotiate in good faith to establish post May 15, 2009 pricing at the time that Miami-Dade County identifies the need for additional products referenced in this Exhibit A-1.

<b>Infor EAM Products</b>	<b>unit cost</b>	
Infor EAM Enterprise Edition Users	\$7,268	per concurrent user
Infor EAM Enterprise Edition Mobile	\$1,358	per named user
Infor EAM Enterprise Edition Barcode	\$1,358	per named user
Infor EAM Enterprise Edition Web Services Connector	\$1363.50	per concurrent user
Infor EAM Enterprise Edition Advanced Reporting - Consumer	\$813.50	per concurrent user ( must equal the total number of Infor EAM users under contract )
Infor EAM Enterprise Edition Advanced Reporting - Author	\$953.50	per named user
Infor EAM Enterprise Edition Advanced Mobile	\$1,177.25	per device user
Infor EAM Enterprise Edition Requestor	\$1,363.50	per concurrent user
Infor EAM Enterprise Edition Analytics	\$1359	per named user
Infor EAM Electronic Records/Signatures (21CFR11)	\$22,725	per server
Infor EAM Asset Sustainability Edition (Green)	\$3,545.50	per concurrent user
Infor EAM iProcure-Subscription	\$300/month	per concurrent user

All Annual Support renewals will be at the exclusive option of Miami-Dade County.

Standard Support plus 7x24 critical-incident support would be required at 18.7% of the software license unit cost. Should Miami-Dade County elect to move to Standard Support, prior to renewal, the fee will be 17% of the software license unit cost.

The Support Fee Annual Escalation Cap is 4% per year over the previous year actual Maintenance Support fees paid for the initial 5 year term of the contract term.

After the initial contract term, the Maintenance Support Fee Annual Escalation Cap will be 6% or the then-current Consumer Price Index, whichever is greater, but with an agreement to negotiate future multi-year terms in good faith, post term.

The following pricing is valid until May 15, 2009 for Infor EAM Services.

Infor and Miami-Dade County agree to negotiate in good faith to establish post May 15, 2009 pricing at the time that Miami-Dade County identifies the need for Services referenced in this Exhibit A-1.

Services	unit cost
Infor EAM Application Consultant	\$1,680 per day
Infor EAM Technical Consultant	\$1,680 per day
Infor EAM Project Manager Service rates do not include travel and living expenses. Additional services are subject to a mutually agreed upon Statement of Work and require a signed Infor Services Work Order. In subsequent years Services pricing will be negotiated in good faith as part of a mutually agreed upon Statement of Work.	\$1,680 per day

## **EXHIBIT A - 2**

**EXHIBIT A-2**

**PRICING FOR AN ENTERPRISE LICENSE (INCLUDING ADVANCED MOBILE)**

**Miami-Dade County Infor EAM Enterprise License**

Description	Qty and Type of license	Unit Price	Annual Support Services
<b>EAM -</b>			
Infor EAM Enterprise Edition Users	Enterprise	Included	
Infor EAM Enterprise Edition Mobile	Enterprise	Included	
Infor EAM Enterprise Edition Barcode	Enterprise	Included	
Infor EAM Enterprise Edition Web Services Toolkit	Enterprise	Included	
Infor EAM Enterprise Edition Web Services Connector	Enterprise	Included	
Infor EAM Enterprise Edition Databridge Integration Module	Enterprise	Included	
Infor EAM Enterprise Edition Fleet Module	Enterprise	Included	
Infor EAM Enterprise Edition Calibration Module	Enterprise	Included	
Infor EAM Enterprise Edition Geographic Information System (GIS) Module	Enterprise	Included	
Infor EAM Enterprise Edition Advanced Reporting - Consumer	Enterprise	Included	
Infor EAM Enterprise Edition Advanced Reporting - Author	30 Enterprise	Included	
Infor EAM Enterprise Edition Advanced Mobile	Enterprise	Included	
Infor EAM Enterprise Edition Requestor Users	Enterprise	Included	
Infor EAM Enterprise Edition Analytics Users	Enterprise	Included	
Infor EAM Enterprise Edition Analytics Server	Enterprise	Included	
Infor EAM Enterprise Asset Sustainability Edition (Green)	Enterprise	Included	Infor EAM Enterprise Asset Sustainability Edition (Green)
<b>Enterprise Software License</b>		<b>\$3,345,500</b>	
Conversion of existing licenses to Enterprise License		<b>(\$1,800,000)</b>	
<b>Additional SOFTWARE Fee &amp; ANNUAL SUPPORT which will be prorated to coincide with current support term</b>		<b>\$1,545,500</b>	<b>\$289,009</b>

## Conversion to Enterprise - unlimited users

Miami Dade can convert the use of the modules listed below to a full enterprise usage (no restriction on the number of users except Advanced reporting - Author) thru the acceptance of the proposal outlined above. A growth fee as documented below will be enacted.

- Infor EAM Enterprise Users
- Infor EAM Enterprise Mobile
- Infor EAM Enterprise Barcode
- Infor EAM Enterprise Web Services Toolkit
- Infor EAM Enterprise Web Services Connector
- Infor EAM Enterprise Databridge Integration Module
- Infor EAM Enterprise Fleet Module
- Infor EAM Enterprise Calibration Module
- Infor EAM Enterprise Geographic Information System (GIS) Module
- Infor EAM Enterprise Advanced Reporting - Consumer
- Infor EAM Enterprise Advanced Mobile
- Infor EAM Enterprise Requestor
- Infor EAM Enterprise Analytics
- Infor EAM Enterprise Asset Sustainability Edition (Green)

## Growth Fee Calculation

Miami-Dade County currently employs approximately 30,000 persons (the "employee baseline")

If Miami-Dade County employs more than 30,000 persons, additional blocks of employees must be purchased in 10% increments. The employee baseline would then be adjusted up by this 10% block. This would result in an additional Enterprise license fee of 10% of the cumulative enterprise license fee (initially \$3,500,000) plus additional support on the new license fee at 18.7%. By way of examples, if County employs approximately 31,000 persons, it shall purchase a block of 3,000 employees and pay an additional license fee of \$350,000 plus an additional support fee of \$65,450, and the new employee baseline shall be 33,000 employees. If the County subsequently employs 34,000 persons, it shall purchase a block of 3,300 employees and pay an additional license fee of \$385,000 plus an additional support fee of \$71,995, and the new employee baseline shall be 36,300 employees.

## Usage Restrictions

Advanced Reporting Author license is not subject to the Enterprise License. Maximum of 30 Advanced Reporting – Author named users.

Standard Support plus 7x24 critical-incident support is 18.7% of Software License Cost. The Support Fee Annual Escalation Cap is 4% per year over the previous year actual Maintenance Support fees paid for the initial 5 year term of the contract term.

After the initial contract term, the Support Fee Annual Escalation Cap will be 6% or the then-current Consumer Price Index, whichever is greater, but with an agreement to negotiate future multi-year terms in good faith, post term.

Should Miami-Dade County elect to move to Standard Support prior to the new renewal term, the Maintenance Support fee will be 17% of the software license unit cost. Annual Support Fee for Standard.

Upon the execution of this Exhibit A-2, the County agrees to pay the additional Maintenance Support fees referenced in this Exhibit in addition to the Maintenance Support fees specified in Exhibit A, minus a pro-rated credit based on the effective date of this Exhibit A-2.

All Annual Support renewals will be at the exclusive option of Miami-Dade County

This Enterprise Conversion Proposal is valid until May 15, 2009 and can be extended by mutual agreement prior to that date.

## **EXHIBIT A2a**

<p><b>Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 (Install Parameter Key)</b></p>	<p><b>Module</b></p>	<p><b>Description</b></p>	<p><b>Infor EAM Enterprise Edition Concurrent Licenses</b> *unless noted otherwise</p>
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Archive	Base	<p>The base module of Infor EAM Enterprise Edition (previously known as Datastream 7i) provides the base administrative and operational functions of the application, required to operate the other functions described below.</p>	Included	
BALM				Included
Workflow				Included
Extended (CDKEY)				Included
Forms				Included
Print Agent				Included
Overview				Included
Screen Flows				Included
Assets	Asset		<p>With the Asset module, companies identify, track, locate and analyze their physical assets and facilitate metered usage measurement and automatic usage value transmission to sub-components. By compiling asset data, such as location, cost history, warranties, claims, meters, permits and documents, Infor EAM Enterprise Edition helps maximize productivity and asset life.</p>	Included
Change Notice Tracking				Included
GIS Map Search				Included
Locations				Included
Positions				Included
Systems		Included		
Warranty Claims		Included		
Asset Hierarchy Management	Asset Hierarchy Management	<p>Asset Hierarchy Management allows users to track asset costs and the movement of assets throughout their respective lifecycles. This is done using an easily configured "family tree" that forms relationships between equipment, systems and locations.</p>	Included	
Asset Management Services	Asset Management Services		<p>Asset Management Services are designed for maintenance organizations that operate as a business unit and charge customers for maintenance work they perform. Customers use this feature to define time, material and labor costs in cost-charging arrangements and then apply cost-charges to commercial agreements.</p>	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
Audit Trail	Audit Trails	Audit Trails provide a flexible way to track changes to data, comments and attributes for almost every Infor EAM Enterprise Edition table. In the regulatory environment, the Audit Trails module is exceptional because of its comprehensive coverage, flexibility and ease of use.	Included
Budget Management	Budget Management	The Budget Management module automates budget setup and the subsequent capture, monitoring, control and analysis of associated maintenance expenditures.	Included
Call Center	Call Center	Infor EAM Enterprise Edition offers the ability to centralize incoming maintenance requests from a broad and diverse customer base. The Call Center module empowers operators and customer service representatives by providing all the information needed to handle maintenance, service and asset management requests right at their fingertips. It also ensures that all necessary information is gathered from the caller to successfully complete the request.	Included
Administration	Configuration Manager	The Configuration Manager module enables customers to export their Infor EAM Enterprise Edition development environment base configurations to a special XML-formatted file that may be imported into another Infor EAM Enterprise Edition environment. This enables system administrators to set up a test environment and build their unique configurations.	Included
Depreciation	Depreciation	Infor EAM Enterprise Edition includes the ability to calculate and display any of four asset depreciation methods, including straight-line, double declining rate, sum-of-the-years-digits and units of production.	Included
Inbox and Scorecard with KPI's	Inbox and Scorecard with KPI's	The Infor EAM Enterprise Edition home page contains two sections: Inbox and Scorecard. The Inbox functions as a "to-do" list that allows individuals users to specify automatically generated numerical counts of items awaiting action such as requisitions or work orders. The Scorecard displays a graphical depiction of Key Performance Indicator (KPI) status based on user-specified parameters. Through KPIs, users define and monitor asset performance indicators, such as mean time between equipment failures, without having to run reports.	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
Inspections Management	<b>Inspection Management</b>	The Inspection Management module works in concert with the Work and Asset Management modules to give companies more control over condition monitoring. These modules also allow for the automatic generation of corrective work actions when an inspection result exceeds a preset limit.	Included
Linear Assets	<b>Linear Assets.</b>	The Linear Assets module enables users to define an asset in terms of linear reference details like length, unit of measure and geographic reference. Users can write work orders against any portion or point on that asset by specifying to and from points.	Included
Materials Management	<b>Materials Management</b>	The Materials Management module offers tools to monitor and control the inventories of storerooms. These tools-including economic order quantity (EOQ) and class calculations and assignments—support parts receipts, issues, returns and cycle counts.	Included
ABC Analysis			Included
Internal Repairs Receipts			Included
Issue/Return Parts			Included
Non-PO Receipts			Included
Parts			Included
Physical Inventory			Included
Pick Tickets			Included
PO Receipts			Included
Quick Store-to-Store Transfers			Included
Requisitions			Included
Store-to-Store Receipts			Included
Store-to-Store Requisitions			Included
Store-to-Store Issues			Included
Supplier Returns			Included
Email Messenger	<b>Messenger.</b>	Messenger enables user-defined recipients to receive e-mail notification for pre-defined events, such as the submission of a requisition or the receipt of a part. The automatic messages keep personnel updated on actions such as work or purchase order requests, approvals, completions and purchase order	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
		receipts as well as deletions in the database.	
Microsoft Project 2003 Interface	Microsoft Project Interface.	The Microsoft Project 2003 feature provides a true, two-way interface between Infor EAM Enterprise Edition and Microsoft Project. Users can pass work orders and trade personnel to Microsoft Project for planning and scheduling purposes. Microsoft Project returns scheduling data for execution and tracking.	Included
Multi-Organization Support	Multi-Organization Support.	Infor EAM Enterprise Edition is often used by companies located in multiple countries, requiring the use of a variety of currencies and languages. With flexible multi-organization features, regional, national and multi-national organizations can manage multiple legal entities with one database and apply security settings to determine a user's access. Each site within the organization is able to view and edit its own data.	Included
Preventive Maintenance (PM) Flexibility	Preventive Maintenance (PM) Flexibility.	With PM Flexibility, users create PM tasks based on a fixed date, flexible time period or metered usage. Users may incorporate routes with a PM task to service multiple assets that share similar PM requirements under a single work order. Infor EAM Enterprise Edition can automatically adjust PM schedules to compensate for early or late PM work accomplishment. Infor EAM Enterprise Edition also offers PM Revision Control to track modifications and control the authorization of modifications to PM scheduled task, materials and routes.	Included
Project Management	Project Management.	Infor EAM Enterprise Edition handles complex or simple projects by automating the Project Management process from initiation to completion. With the ability to organize budgets, labor and equipment for projects, companies can reduce the amount of time, personnel and money spent on a project.	Included
Purchasing Management	Purchasing	The Purchasing Management module helps companies ensure	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
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Infor EAM iProcure	<b>Management.</b>	that the right parts are ordered and keep up with delivery times, vendor performance payments and goods receipts. For those wanting advanced web-based procurement, Infor EAM iProcure is available. (See Infor EAM iProcure under "Advanced Modules" for more information.)	Included
Blanket Orders			Included
Customer Contracts			Included
Invoice Vouchers			Included
Purchase Orders			Included
Purchasing Clauses			Included
Purchasing Contracts			Included
Repairable Spares	<b>Repairable Spares.</b>	The Repairable Spares functionality allows customers to designate parts or equipment as being "repairable." Items designated for refurbishment can be automatically placed in a "To Be Repaired" location when returned to the storeroom following maintenance action.	Included
Crystal Reports & Cognos Reports	<b>Reports.</b>	The Infor EAM Enterprise Edition Reports module enables users to select from a variety of pre-defined reports (in both Crystal and Cognos) including assets, materials, purchasing, schedule, work, budget analysis, projects and commercial services.	Included
Upload Utility	<b>Upload Utility.</b>	The Upload utility is a tool that uses Web services to insert or update selected tables in Infor EAM Enterprise Edition. This facilitates rapid insertion of data into the system without the need for manual data entry. For example, users can now load 100,000 part items from a newly acquired warehouse in a matter of seconds.	Included
Usage Monitoring (Meters)	<b>Meters.</b>	Infor EAM Enterprise Edition offers an extensive metering function that allows an unlimited number of meters to be associated with a single piece of equipment. Metered usage values flow down a customer-defined equipment hierarchy to selected components, eliminating the need for supplemental	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
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		metering.	
Warranties	Warranties and Warranty Claims.	The Warranties and Warranty Claims feature of Infor EAM Enterprise Edition allows users to track asset warranties, process warranty claims and provide for unlimited warranties against any asset. Infor EAM Enterprise Edition accommodates both meter- and date-based warranties and automatically tracks all work orders in the system that have a potential claim. In addition it allows for time-elapse warranties on consumable parts not registered as assets.	Included
Work Management	Work Management.	From installing new equipment to issuing corrective or preventive maintenance work orders, the Work Management module tracks all aspects related to work performed on assets. The ability to track and manage work requests, labor, planning and scheduling allows companies to make the most of their resources while improving productivity. The module also allows users to create a work order and include multiple pieces of equipment without the need for a route.	Included
PM Revision Control			Included
VMRS Codes			Included
Application Program Interfaces (APIs)	Application Program Interfaces (APIs)	Data Collection APIs facilitate communication between the server and mobile products allowing information to pass between handheld and disconnected products. These APIs are used for transaction management. Hardware and software for the Data Collection functions are sold as separate advanced modules.	Included
	Comment Spell Checker.	This feature is critical given that comments can encompass all textual procedures, instructions, inspection results, and other key information throughout the system. By using a spellchecker, users are ensured improved accuracy and clarity associated of tasks within Infor EAM Enterprise Edition.	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
Infor EAM Caller Login for Service Requests (7ISCDKEY)	<b>Customer Service Request.</b>	Infor EAM Enterprise Edition Service Requests are ideal for facilities management where an Infor EAM Enterprise Edition customer has a number of internal "customers" who need a simple method for reporting maintenance problems. Such reporting involves a simple Caller ID and the selection of a preformatted list of common problems. The Caller has the opportunity to submit free-format comments to clarify the problem being submitted. Examples for Service Request operation include universities (dormitories), hospitals, apartment complexes, and the like.	This Service Request functionality was included in the original System Description, but the pre-configured Service Request was new functionality introduced in ver. 7.10. Included
Customer Service Requests			
Barcode (7IBCDKEY)	<b>Barcoding.</b>	Barcoding allows users to design and print labels for assets, providing increased mobility and systems functionality. Labeling assets streamlines the tracking and relocating of assets, warranty activation and updating, work registration and other functions.	Included  * Architected on a <b>Named User</b> basis.
Calibration	<b>Calibration.</b>	The Infor EAM Enterprise Edition Calibration module provides a comprehensive calibration program fully integrated with the overall Infor EAM Enterprise Edition solution. The module was developed with the cooperation of existing customers to address broad-based regulatory compliance within an easy-to-use format. Thorough records for calibration operations are preserved and the system offers detailed reports designed to serve calibration needs and to offer proper documentation for future calibration auditing and review.	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
Mobile	Mobile.	Infor EAM Enterprise Edition Mobile makes it possible to download work assignments from the Infor EAM Enterprise Edition database using docking cradles or dial-up and wireless connections. This automates virtually every aspect of maintenance and data collection and allows users to create field-based work orders, use drill-down menus to retrieve detailed information about a piece of equipment and capture actual "wrench time" as work occurs.	Included  * Architected on a <b>Named User</b> basis
Fleet Module	Fleet.	The Fleet module includes Vehicle Maintenance Reporting Standards (VMRS) codes and additional customers' fields. Focusing on the transportation industry's greatest opportunities for productivity and cost-per-mile savings, the Fleet module enables transportation companies to process warranty claims, manage tires and fuel, and improve vehicle performance through preventive maintenance.	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
Infor EAM Enterprise Edition Analytics (7IACDKEY)	Analytics.	<p>One of the most powerful assets a company holds is its data—whether it is data about inventory, purchase orders, warranties, production, manufacturing costs, or employees. But a company needs to be able to do more than just collect and manage data. Infor EAM Enterprise Edition Analytics gives business managers tighter control over the state of their operations through analysis tools and a powerful data warehouse. The system provides a single point of view that incorporates data from any number of disparate sources to help businesses:</p> <ul style="list-style-type: none"> <li>• Collect asset data using Infor EAM Enterprise Edition</li> <li>• Analyze the data and model "what if" scenarios to predict future performance</li> <li>• Make better-informed business decisions to optimize asset performance and improve overall productivity</li> </ul> <p>The Infor EAM Enterprise Edition Analytics data warehouse consists of a series of data marts specifically structured for querying and reporting. This structuring summarizes entity data (booked hours per work order, number of parts issues per day, etc.) so that Infor EAM Enterprise Edition Analytics reporting can execute rapidly. That is the advantage of the Data Warehouse over only using the Infor EAM Enterprise Edition database.</p> <p>Using Infor EAM Enterprise Edition Analytics, business and technical managers alike can mine their assets to identify trends and anomalies that help them make better forward-looking decisions. Most importantly, those managers can be certain that the analysis is completely accurate, reliable, and applicable because it is based on the actual business data that is captured on a day-to-day basis through Infor EAM Enterprise Edition and other enterprise systems.</p>	<p>Included</p> <p>* Architected on a Named User basis.</p>

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
GIS Integration	GIS Integration.	<p>With Infor EAM Enterprise Edition, municipalities preserve the public's investment with asset management functionality such as work order and materials management, integrated procurement, and reporting capabilities for tracking and managing equipment with one application. The Infor EAM Enterprise Edition flexible architecture also allows municipal customers to integrate Geographical Information System (GIS) mapping software for a Web-based solution to address their unique environment. With the Infor EAM Enterprise Edition intuitive, flexible interface and seamless GIS module, municipalities increase workforce efficiency and lower costs by:</p> <ul style="list-style-type: none"> <li>• Pinpointing assets and accessing critical information prior to servicing</li> <li>• Enabling work order generation directly from the GIS display</li> <li>• Streamlining workflow between departments for improved performance</li> <li>• Forming sequential routes to complete work orders</li> <li>• Creating a consolidated, easy-to-access view of asset history and location</li> <li>• Leveraging seamless GIS and asset management integration community-wide</li> <li>• Reducing administrative overhead by synchronizing critical tabular Infor EAM Enterprise Edition data with geo-spatial layers and attributes from ESRI GIS</li> <li>• Adhering to governmental regulations like GASB 34 and CMOM through linear asset management</li> <li>• Focusing graphically on strategic sections of assets and related asset failures</li> </ul>	Included
	Integration Tools - Databridge and Web Services	<p>Infor EAM Enterprise Edition is a fully web architected solution that provides two unique application integration methodologies a) Databridge Messaging and b) Web Services.</p>	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
Databridge		<p>&gt; <b>Databridge Messaging</b> is a Java based XML integration solution intended for business documents that require asynchronous queuing for audit tracking purposes, typically related to Finance, Inventory, Purchasing, Payables, Assets, and Inventory. Databridge Messaging is built on internal Java Message Service (JMS) so that it can deploy with any customer EAI platform, e.g. WebSphere.</p>	Included
71 Web Services/Web Services Development Toolkit (71WCDKEY)		<p><b>Web Services</b> are synchronous request and response programming functions that enable application integration and extend Infor EAM Enterprise Edition functionality through customizable user interfaces, application to application interfaces and distributable services. Web Services can be consumed by any SOAP compliant development platform and make the foundation for Service Oriented Architecture (SOA). The XML data structures our products support mean we can integrate to products on any platform and transform the XML to meet the public interface requirements of the targeted application. This methodology of loosely coupled solutions through platform independent structures like XML and Web Services provides our customers with much greater functionality, scalability and a lower cost of ownership.</p>	Included
Infor EAM Web Services/Web Services Development Toolkit (71WCDKEY)	<b>Connector.</b>	<p>Connector enables interactive, synchronous access to the solution through the Web services interface. The connector interface provides access to the Infor EAM Enterprise Edition data for use in portals, reports, and websites and access to Infor EAM Enterprise Edition functions allowing the creation of external applications in commonly used user interfaces like Microsoft Outlook, Lotus notes, Pervasive Devices, Visual Basic, and Java. <i>Example: Work Request interface for operational personnel created in Visual Basic for Applications utilizing SOAP and XML and deployed using Microsoft Outlook. Any user that needs real time list of values for validation through external application.</i></p>	Included

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
iProcure (IPKEY)	71 Buy.	The iProcure module automates the procurement of industrial spare parts by connecting buyers and over 150 industrial spare parts suppliers. Through the Internet, the iProcure module integrates seamlessly with Infor EAM to expand the functionality of purchasing, inventory, and supply chain management. Customers can plan work, track parts usage, manage stock levels and replenish stock via the Internet—all from their maintenance software.	Software functionality included. * Would require additional subscription and hosting if Miami-Dade chooses to utilize.
Requestor (CDREQKEY)	Requestor.	Infor EAM Enterprise Edition Requestor is ideally suited for users needing only Requisition and Work Request functionality including field selections for items such as store, suppliers, part number, department, individual pieces of equipment, cost codes, work priority, requested start/end date for the work item, and associated user-defined fields. Examples of Requestor users include administrative workers with a need to submit purchase requisitions and occasional users of Infor EAM Enterprise Edition needing only ability to submit work requests for a general area of a business.	Included
Infor EAM Enterprise Edition Advanced Mobile (71MCDKEY)	Advanced Mobile.	Mobile Framework that provides a mobile infrastructure for those customers who require functionality not available in our packaged EAM mobile offering. The solution provides a flexible, adaptable framework to meet the specific needs of Infor customers' mobile business requirements. This new product is a complimentary solution to existing mobile products, and addresses the need for customized enterprise mobile computing solutions. Advanced Mobile, by default, does not deliver "out of the box" integrated functionality to Infor EAM products, but instead offers a framework to be configured to specific customer requirements through a professional services engagement. The framework licensing is available for sale by Infor, as well as the professional services required to deliver complete solutions. 'Advanced Mobile' supports Web Services integration, as well as other generic integration capabilities to both Infor and non-Infor software products.	Included * Licensed by Device.

Exhibit A2a-Replaces Exhibit A or Exhibit A3a in its entirety, upon the execution of an order for Exhibit A-2 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses *unless noted otherwise
21 CFR 11	Electronic Records/Signature (21 CFR 11).	Secure electronic records and signatures are critical FDA requirements for 21CFR Part 11 validations within the pharmaceutical, food and beverage, and personal care products industries. This advanced module includes electronic signatures, multiple approval levels, record snapshots, a high level of security and configurability and the ability to track all changes and edits made to electronic forms.	This is advanced functionality that is available for license, but was not in the original System Description.  Licensed on a <b>module</b> basis
Infor EAM Enterprise Edition Advanced Reporting (7ICCDKEY, 7IPCDKEY, EWSRKEY)	Advanced Reporting.	The Infor EAM Enterprise Edition Advanced Reporting module offers a variety of reporting requirements beyond the supported Crystal Clear Reports, from ad hoc query, managed reports and business reports to invoice statements and bills.  Two types of Advanced Reporting Users are available: A "Consumer User" provides access to Advanced Reporting functionality limited to the right to: view reports, set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as .pdf and .csv, subscribe to a scheduled report, create and manage report folders, and personalize standard reports. An "Author User" provides access to Advanced Reporting functionality limited to the rights granted a Consumer User, plus the rights to use the Query and Report Studio functionality.	Included  Licensed on a <b>Concurrent User</b> basis for Consumer Users. * Licensed on a <b>Named User</b> basis for 30 Author Users.
Infor EAM Asset Sustainability Edition	ASE (Green)	The Infor EAM Asset Sustainability Edition module includes Energy Consumption and Integration Tracking, Energy Based Asset Event Management configuration and functionality and Energy Integration into Maintenance Planning and Scheduling.	Included

**EXHIBIT A - 3**

**EXHIBIT A-3**

**PRICING FOR AN ENTERPRISE LICENSE (EXCLUDING ADVANCED MOBILE)**

**Miami-Dade County Infor EAM Enterprise License**

Description	Qty and Type of license	Unit Price	Annual Support Services
<b>EAM -</b>			
Infor EAM Enterprise Edition Users	Enterprise	Included	
Infor EAM Enterprise Edition Mobile	Enterprise	Included	
Infor EAM Enterprise Edition Barcode	Enterprise	Included	
Infor EAM Enterprise Edition Web Services Toolkit	Enterprise	Included	
Infor EAM Enterprise Edition Web Services Connector	Enterprise	Included	
Infor EAM Enterprise Edition Databridge Integration Module	Enterprise	Included	
Infor EAM Enterprise Edition Fleet Module	Enterprise	Included	
Infor EAM Enterprise Edition Calibration Module	Enterprise	Included	
Infor EAM Enterprise Edition Geographic Information System (GIS) Module	Enterprise	Included	
Infor EAM Enterprise Edition Advanced Reporting - Consumer	Enterprise	Included	
Infor EAM Enterprise Edition Advanced Reporting - Author	30	Included	
Infor EAM Enterprise Edition Requestor Users	Enterprise	Included	
Infor EAM Enterprise Edition Analytics Users	Enterprise	Included	
Infor EAM Enterprise Edition Analytics Server			
<b>Enterprise Software License</b>		<b>\$1,992,500</b>	
Conversion of existing licenses to Enterprise License		(\$1,800,000)	
<b>Additional SOFTWARE Fee &amp; additional ANNUAL SUPPORT which will be prorated to coincide with current support term</b>		<b>\$192,500</b>	<b>\$35,950</b>

Exhibit A-3 Pricing For An Enterprise License (excluding Advanced Mobile)

Maximum combined concurrent users of Infor EAM, Web Services Connectors, and Requestors is 1400. Maximum number of 7i Mobile / Barcode and Analytics Users is 1400 named users. Web Services Toolkit, Databridge Integration Module, Fleet Module, Calibration Module, GIS Module are included for use within Miami Dade. Maximum of 1400 Advanced Reporting - Consumer concurrent users.

Maximum of 30 Advanced Reporting - Author named users.

**Usage Restrictions:**

Standard Support plus 7x24 critical-incident support is 18.7% of Software License Cost. The Support Fee Annual Escalation Cap is 4% per year over the previous year actual Maintenance Support fees paid for the initial 5 year term of the contract term.

After the initial contract term, the Support Fee Annual Escalation Cap will be 6% or the then-current Consumer Price Index, whichever is greater, but with an agreement to negotiate future multi-year terms in good faith, post term.

Should Miami-Dade County elect to move to Standard Support prior, to the new renewal term, the Maintenance Support fee will be 17% of the software license unit cost.

Upon the execution of this Exhibit A-3, the County agrees to pay the additional Maintenance Support fees referenced in this Exhibit in addition to the Maintenance Support fees specified in Exhibit A, minus a pro-rated credit based on the effective date of this Exhibit A-3.

All Annual Support renewals will be at the exclusive option of Miami-Dade County.

This Enterprise Conversion Proposal is valid until June 29, 2008 and can be extended by mutual agreement prior to that date.

Exhibit A-3 Pricing For An Enterprise License (excluding Advanced Mobile)

## **EXHIBIT A3a**

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
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Archive	Base	The base module of Infor EAM Enterprise Edition (previously known as Datastream 7i) provides the base administrative and operational functions of the application, required to operate the other functions described below.	Included	
BAM			Included	
Workflow			Included	
Extended (CDKEY)			Included	
Forms			Included	
Print Agent			Included	
Overview			Included	
Screen Flows			Included	
Assets	Asset		With the Asset module, companies identify, track, locate and analyze their physical assets and facilitate metered usage measurement and automatic usage value transmission to sub-components. By compiling asset data, such as location, cost history, warranties, claims, meters, permits and documents, Infor EAM Enterprise Edition helps maximize productivity and asset life.	Included
Change Notice Tracking				Included
GIS Map Search		Included		
Locations		Included		
Positions		Included		
Systems		Included		
Warranty Claims		Included		
Asset Hierarchy Management	Asset Hierarchy Management	Asset Hierarchy Management allows users to track asset costs and the movement of assets throughout their respective lifecycles. This is done using an easily configured "family tree" that forms relationships between equipment, systems and locations.		Included
Asset Management Services	Asset Management Services		Asset Management Services are designed for maintenance organizations that operate as a business unit and charge customers for maintenance work they perform. Customers use this feature to define time, material and labor costs in cost-charging arrangements and then apply cost-charges to commercial agreements.	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
Audit Trail	Audit Trails	Audit Trails provide a flexible way to track changes to data, comments and attributes for almost every Infor EAM Enterprise Edition table. In the regulatory environment, the Audit Trails module is exceptional because of its comprehensive coverage, flexibility and ease of use.	Included
Budget Management	Budget Management	The Budget Management module automates budget setup and the subsequent capture, monitoring, control and analysis of associated maintenance expenditures.	Included
Call Center	Call Center	Infor EAM Enterprise Edition offers the ability to centralize incoming maintenance requests from a broad and diverse customer base. The Call Center module empowers operators and customer service representatives by providing all the information needed to handle maintenance, service and asset management requests right at their fingertips. It also ensures that all necessary information is gathered from the caller to successfully complete the request.	Included
Administration	Configuration Manager	The Configuration Manager module enables customers to export their Infor EAM Enterprise Edition development environment base configurations to a special XML-formatted file that may be imported into another Infor EAM Enterprise Edition environment. This enables system administrators to set up a test environment and build their unique configurations.	Included
Depreciation	Depreciation	Infor EAM Enterprise Edition includes the ability to calculate and display any of four asset depreciation methods, including straight-line, double declining rate, sum-of-the-years-digits and units of production.	Included
Inbox and Scorecard with KPIs	Inbox and Scorecard with KPIs	The Infor EAM Enterprise Edition home page contains two sections: Inbox and Scorecard. The Inbox functions as a "to-do" list that allows individuals users to specify automatically generated numerical counts of items awaiting action such as requisitions or work orders. The Scorecard displays a graphical depiction of Key Performance Indicator (KPI) status based on user-specified parameters. Through KPIs, users define and monitor asset performance indicators, such as mean time between equipment failures, without having to run reports.	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
Inspections Management	Inspection Management.	The Inspection Management module works in concert with the Work and Asset Management modules to give companies more control over condition monitoring. These modules also allow for the automatic generation of corrective work actions when an inspection result exceeds a preset limit.	Included
Linear Assets	Linear Assets.	The Linear Assets module enables users to define an asset in terms of linear reference details like length, unit of measure and geographic reference. Users can write work orders against any portion or point on that asset by specifying to and from points.	Included
Materials Management	Materials Management.	The Materials Management module offers tools to monitor and control the inventories of storerooms. These tools-including economic order quantity (EOQ) and class calculations and assignments—support parts receipts, issues, returns and cycle counts.	Included
ABC Analysis			Included
Internal Repairs Receipts			Included
Issue/Return Parts			Included
Non-PO Receipts			Included
Parts			Included
Physical Inventory			Included
Pick Tickets			Included
PO Receipts			Included
Quick Store-to-Store Transfers			Included
Requisitions			Included
Store-to-Store Receipts			Included
Store-to-Store Requisitions			Included
Store-to-Store Issues			Included
Supplier Returns			Included
Email Messenger	Messenger.	Messenger enables user-defined recipients to receive e-mail notification for pre-defined events, such as the submission of a requisition or the receipt of a part. The automatic messages keep personnel updated on actions such as work or purchase order requests, approvals, completions and purchase order	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
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		receipts as well as deletions in the database.	
Microsoft Project 2003 Interface	Microsoft Project Interface.	The Microsoft Project 2003 feature provides a true, two-way interface between Infor EAM Enterprise Edition and Microsoft Project. Users can pass work orders and trade personnel to Microsoft Project for planning and scheduling purposes. Microsoft Project returns scheduling data for execution and tracking.	Included
Multi-Organization Support	Multi-Organization Support.	Infor EAM Enterprise Edition is often used by companies located in multiple countries, requiring the use of a variety of currencies and languages. With flexible multi-organization features, regional, national and multi-national organizations can manage multiple legal entities with one database and apply security settings to determine a user's access. Each site within the organization is able to view and edit its own data.	Included
Preventive Maintenance (PM) Flexibility	Preventive Maintenance (PM) Flexibility.	With PM Flexibility, users create PM tasks based on a fixed date, flexible time period or metered usage. Users may incorporate routes with a PM task to service multiple assets that share similar PM requirements under a single work order. Infor EAM Enterprise Edition can automatically adjust PM schedules to compensate for early or late PM work accomplishment. Infor EAM Enterprise Edition also offers PM Revision Control to track modifications and control the authorization of modifications to PM scheduled task, materials and routes.	Included
Project Management	Project Management.	Infor EAM Enterprise Edition handles complex or simple projects by automating the Project Management process from initiation to completion. With the ability to organize budgets, labor and equipment for projects, companies can reduce the amount of time, personnel and money spent on a project.	Included
Purchasing Management	Purchasing	The Purchasing Management module helps companies ensure	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
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Infor EAM iProcure	<b>Management.</b>	that the right parts are ordered and keep up with delivery times, vendor performance payments and goods receipts. For those wanting advanced web-based procurement, Infor EAM iProcure is available. (See Infor EAM iProcure under "Advanced Modules" for more information.)	Included
Blanket Orders			Included
Customer Contracts			Included
Invoice Vouchers			Included
Purchase Orders			Included
Purchasing Clauses			Included
Purchasing Contracts			Included
Repairable Spares	<b>Repairable Spares.</b>	The Repairable Spares functionality allows customers to designate parts or equipment as being "repairable." Items designated for refurbishment can be automatically placed in a "To Be Repaired" location when returned to the storeroom following maintenance action.	Included
Crystal Reports & Cognos Reports	<b>Reports.</b>	The Infor EAM Enterprise Edition Reports module enables users to select from a variety of pre-defined reports (in both Crystal and Cognos) including assets, materials, purchasing, schedule, work, budget analysis, projects and commercial services.	Included
Upload Utility	<b>Upload Utility.</b>	The Upload utility is a tool that uses Web services to insert or update selected tables in Infor EAM Enterprise Edition. This facilitates rapid insertion of data into the system without the need for manual data entry. For example, users can now load 100,000 part items from a newly acquired warehouse in a matter of seconds.	Included
Usage Monitoring (Meters)	<b>Meters.</b>	Infor EAM Enterprise Edition offers an extensive metering function that allows an unlimited number of meters to be associated with a single piece of equipment. Metered usage values flow down a customer-defined equipment hierarchy to selected components, eliminating the need for supplemental	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
		metering.	
Warranties	Warranties and Warranty Claims.	The Warranties and Warranty Claims feature of Infor EAM Enterprise Edition allows users to track asset warranties, process warranty claims and provide for unlimited warranties against any asset. Infor EAM Enterprise Edition accommodates both meter- and date-based warranties and automatically tracks all work orders in the system that have a potential claim. In addition it allows for time-elapse warranties on consumable parts not registered as assets.	Included
Work Management	Work Management.	From installing new equipment to issuing corrective or preventive maintenance work orders, the Work Management module tracks all aspects related to work performed on assets. The ability to track and manage work requests, labor, planning and scheduling allows companies to make the most of their resources while improving productivity. The module also allows users to create a work order and include multiple pieces of equipment without the need for a route.	Included
PM Revision Control			Included
VMRS Codes			Included
Application Program Interfaces (APIs)	Application Program Interfaces (APIs)	Data Collection APIs facilitate communication between the server and mobile products allowing information to pass between handheld and disconnected products. These APIs are used for transaction management. Hardware and software for the Data Collection functions are sold as separate advanced modules.	Included
	Comment Spell Checker.	This feature is critical given that comments can encompass all textual procedures, instructions, inspection results, and other key information throughout the system. By using a spellchecker, users are ensured improved accuracy and clarity associated of tasks within Infor EAM Enterprise Edition.	Included

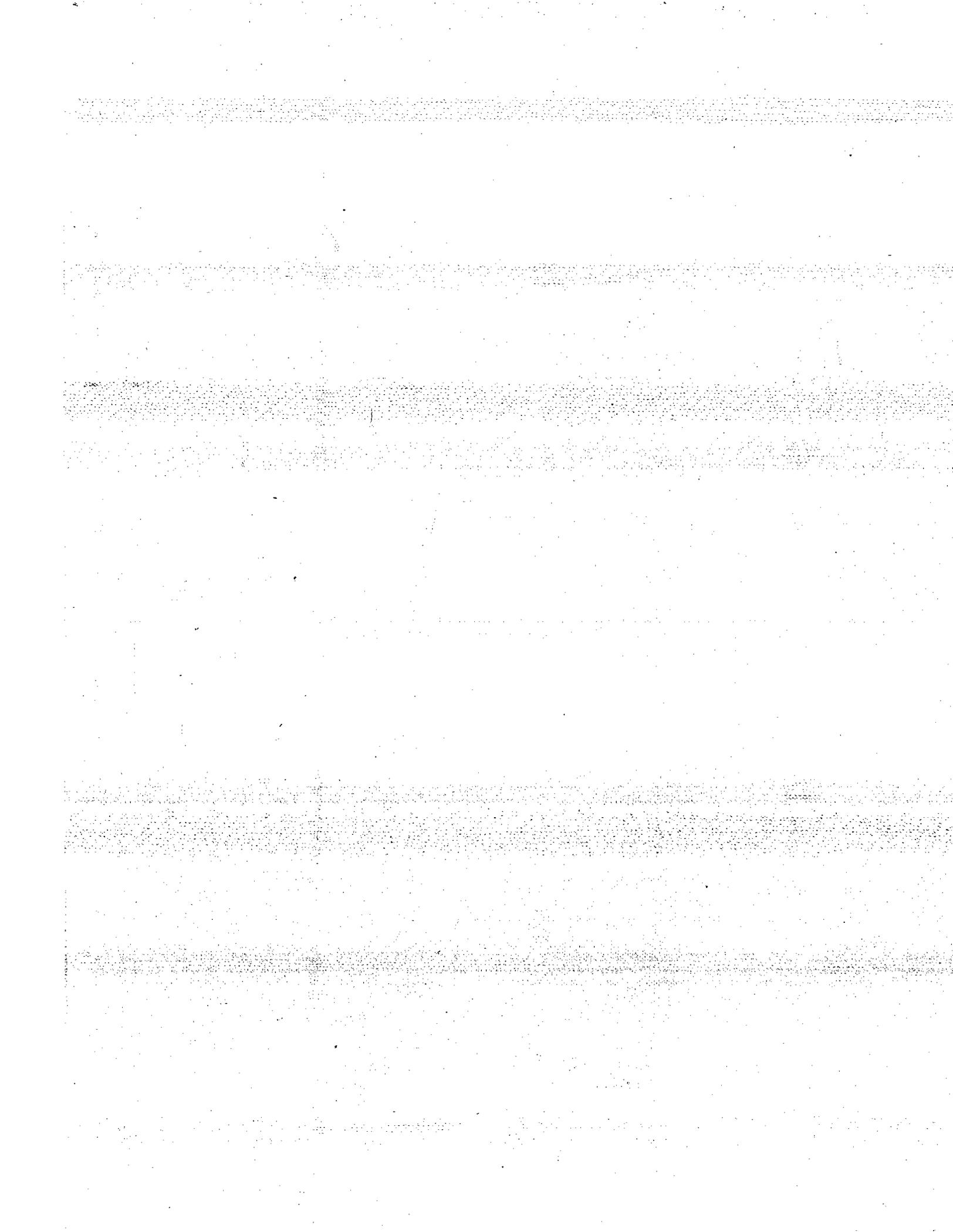
Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3  Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
Infor EAM Caller Login for Service Requests (71SCDKKEY)  Customer Service Requests	<b>Customer Service Request.</b>	Infor EAM Enterprise Edition Service Requests are ideal for facilities management where an Infor EAM Enterprise Edition customer has a number of internal "customers" who need a simple method for reporting maintenance problems. Such reporting involves a simple Caller ID and the selection of a preformatted list of common problems. The Caller has the opportunity to submit free-format comments to clarify the problem being submitted. Examples for Service Request operation include universities (dormitories), hospitals, apartment complexes, and the like.	This Service Request functionality was included in the original System Description, but the pre-configured Service Request was new functionality introduced in ver. 7.10.  Included
Barcode (71BCDKKEY)	<b>Barcoding.</b>	Barcoding allows users to design and print labels for assets, providing increased mobility and systems functionality. Labeling assets streamlines the tracking and relocating of assets, warranty activation and updating, work registration and other functions.	Included
Calibration	<b>Calibration.</b>	The Infor EAM Enterprise Edition Calibration module provides a comprehensive calibration program fully integrated with the overall Infor EAM Enterprise Edition solution. The module was developed with the cooperation of existing customers to address broad-based regulatory compliance within an easy-to-use format. Thorough records for calibration operations are preserved and the system offers detailed reports designed to serve calibration needs and to offer proper documentation for future calibration auditing and review.	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
Mobile	Mobile.	Infor EAM Enterprise Edition Mobile makes it possible to download work assignments from the Infor EAM Enterprise Edition database using docking cradles or dial-up and wireless connections. This automates virtually every aspect of maintenance and data collection and allows users to create field-based work orders, use drill-down menus to retrieve detailed information about a piece of equipment and capture actual "wrench time" as work occurs.	Included Architected on a Named User basis, so Infor delivered 1400 Named Users
Fleet Module	Fleet.	The Fleet module includes Vehicle Maintenance Reporting Standards (VMRS) codes and additional customers' fields. Focusing on the transportation industry's greatest opportunities for productivity and cost-per-mile savings, the Fleet module enables transportation companies to process warranty claims, manage tires and fuel, and improve vehicle performance through preventive maintenance.	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3  Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
Infor EAM Enterprise Edition Analytics (7IACDKEY)	Analytics.	<p>One of the most powerful assets a company holds is its data—whether it is data about inventory, purchase orders, warranties, production, manufacturing costs, or employees. But a company needs to be able to do more than just collect and manage data. Infor EAM Enterprise Edition Analytics gives business managers tighter control over the state of their operations through analysis tools and a powerful data warehouse. The system provides a single point of view that incorporates data from any number of disparate sources to help businesses:</p> <ul style="list-style-type: none"> <li>• Collect asset data using Infor EAM Enterprise Edition</li> <li>• Analyze the data and model "what if" scenarios to predict future performance</li> <li>• Make better-informed business decisions to optimize asset performance and improve overall productivity</li> </ul> <p>The Infor EAM Enterprise Edition Analytics data warehouse consists of a series of data marts specifically structured for querying and reporting. This structuring summarizes entity data (booked hours per work order, number of parts issues per day, etc.) so that Infor EAM Enterprise Edition Analytics reporting can execute rapidly. That is the advantage of the Data Warehouse over only using the Infor EAM Enterprise Edition database.</p> <p>Using Infor EAM Enterprise Edition Analytics, business and technical managers alike can mine their assets to identify trends and anomalies that help them make better forward-looking decisions. Most importantly, those managers can be certain that the analysis is completely accurate, reliable, and applicable because it is based on the actual business data that is captured on a day-to-day basis through Infor EAM Enterprise Edition and other enterprise systems.</p>	<p>Included.</p> <p>* Architected on a Named User basis, so Infor delivered 1400 Named Users</p>

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
GIS Integration	GIS Integration.	<p>With Infor EAM Enterprise Edition, municipalities preserve the public's investment with asset management functionality such as work order and materials management, integrated procurement, and reporting capabilities for tracking and managing equipment with one application. The Infor EAM Enterprise Edition flexible architecture also allows municipal customers to integrate Geographical Information System (GIS) mapping software for a Web-based solution to address their unique environment. With the Infor EAM Enterprise Edition intuitive, flexible interface and seamless GIS module, municipalities increase workforce efficiency and lower costs by:</p> <ul style="list-style-type: none"> <li>• Pinpointing assets and accessing critical information prior to servicing</li> <li>• Enabling work order generation directly from the GIS display</li> <li>• Streamlining workflow between departments for improved performance</li> <li>• Forming sequential routes to complete work orders</li> <li>• Creating a consolidated, easy-to-access view of asset history and location</li> <li>• Leveraging seamless GIS and asset management integration community-wide</li> <li>• Reducing administrative overhead by synchronizing critical tabular Infor EAM Enterprise Edition data with geo-spatial layers and attributes from ESRI GIS</li> <li>• Adhering to governmental regulations like GASB 34 and CMOM through linear asset management</li> <li>• Focusing graphically on strategic sections of assets and related asset failures</li> </ul>	Included
	Integration Tools – Databridge and Web Services	Infor EAM Enterprise Edition is a fully web architected solution that provides two unique application integration methodologies a) Databridge Messaging and b) Web Services.	Included

Exhibit A3a-Replaces Exhibit A in its entirety, upon the execution of an order for Exhibit A-3 Desc. (Install Parameter Key)	Module	Description	Infor EAM Enterprise Edition Concurrent Licenses (1400) *unless noted otherwise
Databridge		<p>&gt; <b>Databridge</b> Messaging is a Java based XML integration solution intended for business documents that require asynchronous queuing for audit tracking purposes, typically related to Finance, Inventory, Purchasing, Payables, Assets, and Inventory. Databridge Messaging is built on internal Java Message Service (JMS) so that it can deploy with any customer EAI platform, e.g. WebSphere.</p>	Included
Infor EAM Web Services/Web Services Development Toolkit (7IWCDKEY)		<p><b>Web Services</b> are synchronous request and response programming functions that enable application integration and extend Infor EAM Enterprise Edition functionality through customizable user interfaces, application to application interfaces and distributable services. Web Services can be consumed by any SOAP compliant development platform and make the foundation for Service Oriented Architecture (SOA). The XML data structures our products support mean we can integrate to products on any platform and transform the XML to meet the public interface requirements of the targeted application. This methodology of loosely coupled solutions through platform independent structures like XML and Web Services provides our customers with much greater functionality, scalability and a lower cost of ownership.</p>	Included
Infor EAM Web Services/Web Services Development Toolkit (7IWCDKEY)	<b>Connector.</b>	<p>Connector enables interactive, synchronous access to the solution through the Web services interface. The connector interface provides access to the Infor EAM Enterprise Edition data for use in portals, reports, and websites and access to Infor EAM Enterprise Edition functions allowing the creation of external applications in commonly used user interfaces like Microsoft Outlook, Lotus notes, Pervasive Devices, Visual Basic, and Java. <i>Example: Work Request interface for operational personnel created in Visual Basic for Applications utilizing SOAP and XML and deployed using Microsoft Outlook. Any user that needs real time list of values for validation through external application.</i></p>	Included as part of the 1400 Concurrent User license.



**EXHIBIT A - 4**

EXHIBIT A-4

MUNICIPALITY ACCESS

1. Subject to Article 38 of the Agreement, the municipalities listed below are eligible to access Infor EAM software products via Miami-Dade County's network.

Aventura 30027  
Bal Harbour 3305  
Bay Harbor Islands 5146  
Biscayne Park 3269  
Coral Gables 42871  
Cutler Bay 25000  
Doral 21895  
El Portal 2468  
Florida City 8363  
Golden Beach 921  
Hialeah Gardens 19930  
Homestead 53767  
Indian Creek 38  
Islandia 6  
Key Biscayne 10324  
Medley 1059  
Miami Lakes 22688  
Miami Shores 10040  
Miami Springs 13422  
North Bay Village 6819  
North Miami 57654  
Opa-locka 15327  
Palmetto Bay 24469  
Pinecrest 19432  
South Miami 35522  
Sunny Isles Beach 15399  
Surfside 4710  
Sweetwater 13992  
Virginia Gardens 2294  
West Miami 5925

2. A municipality seeking to access Infor EAM software products via the County's network shall provide written notice to Infor. Upon receiving written approval from Infor, the approved municipality shall pay a one-time Access Fee to Infor in addition to Annual Support in the amount of 20% of the Access Fee. The Access Fee will be calculated as follows:

<u>Population size</u>	<u>Access Fee</u>
>10,000	\$10,000 +20% Support
10,000-19,999	\$20,000 +20% Support
20,000-29,999	\$30,000 +20% Support
30,000-39,999	\$40,000 +20% Support
40,000-49,999	\$50,000 +20% Support

50,000-99,999  
Above 100,000

\$75,000 +20% Support  
Not Eligible

3. If the County exercises the option set-forth in either Exhibit A-2 or A-3, this Exhibit and Article 38 shall become null and void and the municipalities referenced in Section 1 above shall no longer be eligible to access Infor EAM software products via the County network.
4. The County will ensure that any municipality granted access rights under the Agreement will comply with the terms of the Agreement.

## **EXHIBIT B**



**Exhibit B**

**SOFTWARE LICENSE AGREEMENT**

AGREEMENT NUMBER: \_\_\_\_\_

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between **Infor Global Solutions (Michigan), Inc.** ("Infor") and **Miami Dade County, Florida** ("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 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) "**Delivery Address**" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.
- (e) "**Delivery Date**" means, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, or (c) the date that Licensee actually receives the Component System.
- (f) "**Discloser**" means the party providing Confidential Information hereunder.
- (g) "**Documentation**" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.
- (h) "**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.
- (i) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.
- (j) "**Equipment**" mean 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.
- (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) "**Licensee Employees**" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Component Systems, have executed an Infor-approved non-disclosure agreement and paid any applicable fees.
- (m) "**Marketing Associate**" means a third party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.
- (n) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.
- (o) "**Order Form**" means each order form or similar ordering document (including all Software Supplements) between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.
- (p) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.
- (q) "**Recipient**" means the party receiving Confidential Information hereunder.
- (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

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) "**Support Agreement**" means the Software Support Agreement entered into between the parties as of the Effective Date.

(u) "**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**").

(v) "**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. Right to Grant License and Ownership.** Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and interest to, or has the right to license, the Component Systems.

**3. License.** Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee's own, internal computing operations. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. Licensee also has the right to use the Component Systems, in Object Code form temporarily on the Equipment, for disaster recovery of Licensee's computer operations (i.e., loaded on a separate, non-production, off-powered server).

(a) **Documentation.** Except as otherwise provided in the applicable Software Supplement, Licensee may make a reasonable number of copies of the Documentation for each Component System for its internal use in accordance with the terms of this Agreement.

(b) **Additional Restrictions on Use of the Component Systems.** Licensee's use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Component Systems to be used by, or disclose all or

any part of the Component Systems to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code ("Key") may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

(c) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Infor otherwise provides with the Component Systems. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Component Systems.

(d) **Notice.** To use any of the Component Systems, Licensee may also need to obtain, install and maintain Infor-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should request information about such necessary software products, database software products and software/hardware peripherals.

(e) **Source Code.** Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. If the Order Form grants Licensee a license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to all derivative works of the Component System ("**Derivative Works**"), even if solely created by Licensee pursuant to a license to use Source Code hereunder. Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Agreement, Infor grants Licensee (if licensed to use Source Code hereunder) a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Derivative Works created by Licensee or created by Infor at Licensee's request and payment, for Licensee's own, internal computing operations. Upon Infor's request, Licensee will provide Infor with a copy (including all documentation related thereto) of all Derivative Works created by Licensee and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

4. **Delivery.** Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

5. **Payment and Taxes.**

(a) **Payment.** Licensee will pay Infor all license fees (as specified on an Order Form) within fifteen (15) days of the Order Form Date and all invoices within fifteen (15) days of the date of invoice. 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.

(b) **Taxes and Shipping Charges.** Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) and shipping charges relating to this Agreement, the Component Systems, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due upon Licensee's receipt thereof.

6. **Limited Warranty, Disclaimer of Warranty and Remedies.**

(a) **Limited Software Warranty by Infor and Remedy For Breach.** Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) **Disclaimer of Warranty.** The limited warranties in this Section 6 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) **Abrogation of Limited Warranty.** Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) 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. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 6(a) above, Infor's obligations hereunder will be further limited accordingly. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 15 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.**

(e) **HIGH RISK ACTIVITIES. THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE COMPONENT SYSTEMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.**

7. **Confidential Information.** Except as otherwise permitted under this 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 and non-use obligations of this 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.

**8. Indemnity by Infor.** Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Component System infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with Infor to facilitate the settlement or defense of the claim. Infor 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 Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee 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 Licensee the portion of the license fee paid to Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee 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, Infor's obligations hereunder will be further limited accordingly. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

**9. Term and Termination.**

(a) **Right of Termination.** If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay license fees), 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 Agreement (including all Order Forms hereunder). 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 Agreement (including all Order Forms hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) **Effect of Termination.** Upon termination of this Agreement by either party, Licensee will discontinue further use of the Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

(c) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement.

(d) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

**10. Notices.** All notices and other communications required or permitted under this 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 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, 13560 Morris Road, Suite 4100, Alpharetta, GA 30004, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

**11. 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 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.

**12. Assignment.** Licensee may not assign or otherwise transfer any of its rights or obligations under this 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 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.

**13. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this 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.

**14. Choice of Law; Severability.** This 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 Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this 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 Agreement.

**15. LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS 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 WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

**17. 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 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 herein (such as for example, for a number of users greater than those that Licensee licensed pursuant to this 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 (as defined in the Support Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

**18. Miscellaneous.** Infor shall be permitted to reference this Agreement in one or more press releases; otherwise, no public statements concerning the existence or terms of this 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 Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This 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.

**19. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and terminates all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this 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 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 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 Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

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

Effective Date: \_\_\_\_\_

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

Signature: Brad Steiner

Printed Name: Brad Steiner

Title: VP, Deputy General Counsel and Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: April 10, 2008

LICENSEE: Miami-Dade County, Florida

Signature: [Handwritten Signature]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**AMENDMENT NO. 1  
TO EXHIBIT B  
SOFTWARE LICENSE AGREEMENT  
BETWEEN  
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.  
AND  
MIAMI-DADE COUNTY**

This Amendment No. 1 ("Amendment"), effective as of \_\_\_\_\_, is hereby made a part of and incorporated into the Software License Agreement by and between **Infor Global Solutions (Michigan), Inc.** ("Infor") and **Miami-Dade County** ("Licensee"), with an Effective Date of \_\_\_\_\_, (the "Agreement"). In the event that any provision of this Amendment and any provision of the Agreement is inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. Any terms not otherwise defined herein shall have the meanings as ascribed to them in the Agreement.

The following sections and subsections are deleted in their entirety:

1. In Section 1 **Definitions.**, delete subsections : (b) "Component System", (d) "Documentation", (i) "Effective Date", and (j) "Equipment".
2. In Section 3 **License.**, delete subsection (a) Documentation.
3. Delete the following sections: Section 6. **Limited Warranty, Disclaimer of Warranty and Remedies.**, Section 7. **Confidential Information.**, Section 8. **Indemnity by Infor.**, Section 9. **Term and Termination.**, Section 10. **Notices.**, Section 11 **Force Majeure.**, Section 12. **Assignment.**, Section 13. **No Waiver.**, Section 14. **Choice of Law; Severability.**, Section 15. **LIMITATIONS OF LIABILITY.**, Section 16. **Compliance With Laws.**, Section 17. **Audit Rights.**, Section 18. **Miscellaneous.**

The parties certify by their undersigned authorized agents that they have read this Amendment and the Agreement heretofore referenced and agree to be bound by their terms and conditions.

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

By Brad Steiner

Name Printed Brad Steiner

Title VP, Deputy General Counsel and Secretary

Date April 10, 2008

**Miami-Dade County**

By [Signature]

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT B - 1**



Exhibit B-1

SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER:

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between Infor Global Solutions (Michigan), Inc. ("Infor") and Miami Dade County, Florida ("Licensee") as of the Effective Date. The parties agree as follows:

1. **Incorporation By Reference.** Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

2. **Additional Definitions.**

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

(b) "**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.

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

(d) "**License Agreement**" means the Software License Agreement entered into between the parties as of the Effective Date.

3. **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").

(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.

4. **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.

5. **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.

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 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. **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: \_\_\_\_\_

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

Signature: Brad Steiner

Printed Name: Brad Steiner

Title: VP, Deputy General Counsel and Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: April 10, 2008

LICENSEE: Miami Dade County Florida

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**AMENDMENT NO. 1  
TO EXHIBIT B-1  
SOFTWARE SUPPORT AGREEMENT  
BETWEEN  
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.  
AND  
MIAMI-DADE COUNTY**

This Amendment No. 1 ("Amendment"), effective as of \_\_\_\_\_, is hereby made a part of and incorporated into the Software Support Agreement by and between **Infor Global Solutions (Michigan), Inc.** ("Infor") and **Miami-Dade County** ("Licensee"), with an Effective Date of \_\_\_\_\_, (the "Agreement"). In the event that any provision of this Amendment and any provision of the Agreement is inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. Any terms not otherwise defined herein shall have the meanings as ascribed to them in the Agreement.

The following sections and subsections are deleted in their entirety:

1. In Section 4. **Payment and Taxes.**, delete subsections (b) Additional Costs. and (d) Invoices and Late Charges.
2. Modify Section 5. **Term.**, as follows: "With respect to each Component System specified on an Order Form and/or amendment, the term of the Support Agreement shall begin on the Order Form Date and/or Amendment effective date and end on the last day of the Initial Term and renew for successive Renewal Periods with payment of Infor's invoice.
3. Delete the following sections: Section 6. **Disclaimer of Warranties.**, Section 7. **Termination.**, Section 8. **LIMITATIONS OF LIABILITY.**, and Section 9. **Entire Agreement.**
4. Attached to this Amendment is a "Licensed Software Support Supplement" which describes the severity levels and response targets for Infor Support Services.

The parties certify by their undersigned authorized agents that they have read this Amendment and the Agreement heretofore referenced and agree to be bound by their terms and conditions.

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

By Brad Steiner

Name Printed Brad Steiner

Title VP, Deputy General Counsel and Secretary

Date April 10, 2008

**Miami-Dade County**

By [Signature]

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Licensed Software Support Supplement

Date: December 11, 2007

The following severity descriptions and target response time objectives apply to all standard licensed software support plans Infor offers in the normal course of its business as of the date set forth above. As such, this document shall serve as a supplement to the support agreement in place between Infor (or one of its affiliated companies) and Licensee. Infor amend or update these severity descriptions and response time targets from time to time, effective as of the next Renewal Period.

### Severity Levels

There are currently five defined levels of incident severity (priority) and associated response targets. Priority attention is given to the incident based on the severity level.

Severity	Description	Examples
1*	Production Down	A customer's production system, database, or licensed software is inoperable. A major application failure has occurred or data integrity issues exist, and business processes are halted. There is no workaround available.
2	High	A critical business process is impaired, causing a serious disruption of a major business function. It is causing serious impact on daily functions or processing, and there is no acceptable workaround
3	Medium	Non-critical problems occur with the licensed software. Customer is able to run the system and/or application, and there is an acceptable workaround for the problem.
4	Low	An inquiry and/or low system impact issue which does not require immediate attention. This includes cosmetic issues on screens, errors in documentation, or a request regarding the use of the licensed software.
E	Suggestion for Enhancement	A suggestion is made for enhancing the system by adding new features or improving existing features.

\* Please note, customers should report all Severity 1 issues by telephone to their local support center to assist in achieving the response target set forth below.

### Response Targets

Responding promptly to customers' requests is an important goal of the Infor Global Support team. A Response Target below is calculated as the difference between the time an incident is accurately logged into the Infor system and the time of the first value-added communication to the customer. Our response targets are defined on the following table. Note that no response goals have been set for incidents designated as severity code "E."

Customers are required to specify the severity code when logging a new incident. Incidents are periodically tracked and controlled in order to assist in retaining a high service-level availability rate. Note that the default severity when logging an incident is "3."

We will make commercially reasonable efforts to meet the targets set forth below.

<b>Severity Level</b>	<b>Response Targets</b>
Severity 1 – Production Down	Within 1 hour
Severity 2 – High	Within 4 business hours
Severity 3 – Medium	Within 8 business hours
Severity 4 – Low	Within 12 business hours

### **Support Plans**

Infor Global Support currently provides a Standard Support Plan for all Infor software products. On top of this Standard Plan, there is the additional option of the 24x7 Critical Incident Support available for most products.

The detailed description of all components that are related to the Standard Support Plan and its options are set forth below:

#### **Standard Support**

##### **Standard Support**

##### **Description**

Telephone Access to Customer Support Services

Infor's support centers' business hours are generally Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays observed by Infor.

24\*5 Critical Incident Support <sup>1</sup>

Critical Incident Support for severity 1 incidents based on a 'Follow the Sun' principle from Monday through Friday. This service will also be available during holidays observed by Infor.

**Standard Incident Response Targets**

Responding promptly to customers' requests is an important goal of the Infor Global Support team. The Response Targets below are calculated as the difference between the time an incident is accurately logged into the Infor system and the time of the first value-added communication to the customer. Note that no response goals have been set for incidents designated as severity code "E. (enhancement request).

We will make commercially reasonable efforts to meet the targets set forth below.

**Severity 1 – Production Down**

Within 1 business hour. Customers should report all Severity 1 issues by telephone to their local support center to assist in achieving this response target.

**Severity 2 – High**

Within 4 business Hours

**Severity 3 – Medium**

Within 8 business Hours

**Severity 4 – Low**

Within 12 business Hours

**Number of Incidents**

There is no limit to the number of incidents that can be submitted.

**Infor365 Online Support**

Access to the secured support website for 24x7 and 365 days a year. The Infor365 Online Support website is monitored during business hours, unless the product has "follow the sun" support.

**Knowledge Base**

Access via the support website to the knowledge base and other resources that can help you quickly find answers to your outstanding questions or even links to available solutions.

**Remote Access Capabilities**

When necessary and with your permission, our Infor Global Support analysts will remotely access your systems associated with Infor solutions to help analyze and resolve any complex system issues you may be experiencing. The Infor Global Support organization is using applications like WebEx and GoToAssist® to establish a remote link to your system. The Support website contains further details and necessary instructions for the remote tools that are available.

**Access to Major and Minor Updates, Patches and Service Packs**

You are given access to:

- The next new release of the product you have licensed including possible migration tools to support you in the upgrade process, provided such release is issued during a paid support term.
- Fixed solutions to reported incidents.
- Certain products have periodic scheduled service packs including modifications of the base product, localizations and translated versions. This often includes legal changes that require code changes of the Infor software functions for HR, finance and logistical areas, including country- specific localizations or industry solutions.

**Access to Feature Packs and Enhancements**

If Issued, additional functionality or the introduction of new capabilities in Infor applications as a result of enhancement requests from customers. Any customer who is active on support is entitled to participate in the enhancement voting process.

**Critical Solution Notification**

Infor Support Online enables you to develop a profile, which identifies the solutions that are of particular interest to you. When a solution record is developed for a critical incident, you'll receive notification about its availability and how to access it; which should reduce the time it takes to receive important updates to remain current on the Infor solutions.

**Support Briefings**

Support Briefings are designed to help ensure your key users are current with the latest functions and features. The Support organization periodically inspects the need for specific topics that are addressed during these support briefings. These recorded sessions are broadcasted as webinars, with an average duration of 5-15 minutes.

**1 Note:** This option is not available for all Infor solutions. Please contact your local support center or your account manager for further details.

**EXHIBIT B – 2**



Exhibit B-2

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between Infor Global Solutions (Michigan), Inc. ("Infor") and Miami Dade County, Florida ("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) "Confidential Information" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. 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.

(c) "Discloser" means the party providing Confidential Information to the Recipient.

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

(e) "Equipment" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) "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).

(g) "Licensed Software" means the computer software programs licensed by Infor or its Affiliate to Licensee.

(h) "Recipient" means the party receiving Confidential Information of the Discloser.

(i) "Residual Knowledge" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) "Services" means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) "Work Order" has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. Services.

(a) Work Orders. Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a "Work Order"). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates shall represent Infor's current rates applicable to Licensee (i.e., the rates applicable to Licensee as of the effective date of the Work Order) for the resources specified; and (iii) to the extent that Infor raises the rates charged for Services during the course of a project, Licensee shall be required to pay Infor at the increased rates. Infor is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if Infor performs Services at the direction of Licensee and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this Services Agreement, and Infor's then-current rates for such Services shall apply. Infor may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Infor will remain subject to the obligations hereunder.

(b) Conditions On Providing Services. Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the

date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.

### **3. Payment and Taxes.**

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a bi-weekly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services Agreement, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice. 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.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Services Agreement, and any Services provided and payments made hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Services Agreement and any Work Order. In each instance, Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

### **4. Limited Warranty and Disclaimer of Warranties.**

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 12 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. The limited warranty in Section 4(a) is made to Licensee exclusively and is in lieu

of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS.**

(c) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 12 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.**

5. Confidential Information. Except as otherwise permitted under this Services 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 Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services 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 Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

### **6. Term and Termination.**

(a) Right of Termination. If either party materially breaches any material obligation in this Services Agreement or a Work Order (including, without limitation, any obligation to pay fees), 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 Services Agreement (including all Work Orders hereunder). 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 Services Agreement (including all Work Orders hereunder) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

7. **Notices.** All notices and other communications required or permitted under this Services 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 Services 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 this Services Agreement to Infor, Attention: General Counsel, 13560 Morris Road, Suite 4100, Alpharetta, GA, 30004, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

8. **Force Majeure.** Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, 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.

9. **Assignment.** Licensee may not assign or transfer any of its rights or obligations under this Services 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 Services Agreement, "assignment" shall include use of the Licensed Software 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.

10. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Services 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.

11. **Choice of Law; Severability.** This Services 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 Services Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Services Agreement is illegal or unenforceable, it will be deemed stricken from the Services Agreement and the remaining provisions of the Services 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 Agreement.

## 12. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS SERVICES AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE WORK ORDER.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS 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.

13. **Compliance With Laws.** Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product.

14. **Non-Solicitation of Employees.** During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will offer to hire, hire, Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Services project at Licensee's location (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

15. **Entire Agreement.** This Services 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 Services Agreement does not modify this Services Agreement. No modification of this Services Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Services Agreement. This Services 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 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 Services Agreement and all Work Orders may be signed in counterparts.

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

Effective Date: \_\_\_\_\_

Infor Global Solutions (Michigan), Inc.

Signature: Brad Steiner

Printed Name: Brad Steiner

Title: VP, Deputy General Counsel and Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: April 10, 2008

LICENSEE: Miami-Dade County, Florida

Signature: [Signature]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**AMENDMENT NO. 1  
TO EXHIBIT B-2  
SOFTWARE SERVICES AGREEMENT  
BETWEEN  
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.  
AND  
MIAMI-DADE COUNTY**

This Amendment No. 1 ("Amendment"), effective as of \_\_\_\_\_, is hereby made a part of and incorporated into the Software Services Agreement by and between **Infor Global Solutions (Michigan), Inc.** ("Infor") and **Miami-Dade County** ("Licensee"), with an Effective Date of \_\_\_\_\_, (the "Agreement"). In the event that any provision of this Amendment and any provision of the Agreement is inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. Any terms not otherwise defined herein shall have the meanings as ascribed to them in the Agreement.

1. Delete the following sections: Section 6. **Term and Termination.** Section 7. **Notices.** Section 8. **Force Majeure.** Section 9. **Assignment.** Section 10 **No Waiver.** Section 11. **Choice of Law; Severability.** Section 12. **LIMITATIONS OF LIABILITY.** Section 13. **Compliance With Laws.** and Section 15. **Entire Agreement.**

The parties certify by their undersigned authorized agents that they have read this Amendment and the Agreement heretofore referenced and agree to be bound by their terms and conditions.

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

By 

Name Printed Brad Steiner

Title VP, Deputy General Counsel and Secretary

Date April 10, 2008

**Miami-Dade County**

By 

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT C**

## MASTER PREFERRED ESCROW AGREEMENT

Master Number 0401067-00002

This Agreement is effective January 3, 2000 among DSI Technology Escrow Services, Inc. ("DSI"), Datastream Systems, Inc. ("Depositor") and any additional party signing the Acceptance Form attached to this Agreement ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as "the parties."

A. Depositor and Preferred Beneficiary have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of certain proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

## ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, including the signing of the Acceptance Form, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement or, if the License Agreement does not identify the materials to be deposited with DSI, then such materials will be identified on an Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. DSI shall have no obligation with respect to the preparation, signing or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. The Exhibit B must be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the deposit account as required in Section 2.2 below.

1.3 Deposit Inspection. When DSI receives the Deposit Materials and the Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on the Exhibit B. In addition to the deposit inspection, Preferred Beneficiary may elect to cause a verification of the Deposit Materials in accordance with Section 1.6 below.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign the Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on the Exhibit B, DSI will (a) note the discrepancies in writing on the Exhibit B; (b) date and sign the Exhibit B with the exceptions noted; and (c) mail a copy of the Exhibit B to Depositor and Preferred Beneficiary. DSI's acceptance of the deposit occurs upon the signing of the Exhibit B by DSI. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the Deposit Materials have been received and accepted by DSI.

1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement;
- c. The Deposit Materials are not subject to any lien or other encumbrance;
- d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement or Exhibit A, as the case may be; and
- e. The Deposit Materials are readable and useable in their current form or, if the Deposit Materials are encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Verification. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any Deposit Materials. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials. If a verification is elected after the Deposit Materials have been delivered to DSI, then only DSI, or at DSI's election an independent person or company selected and supervised by DSI, may perform the verification.

1.7 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within 60 days of each release of a new version of the product which is subject to the License Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and the new Exhibit B shall be signed by Depositor. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.8 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

## ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. DSI shall maintain the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, DSI shall not disclose, transfer, make available, or use the Deposit Materials. DSI shall not disclose the content of this Agreement to any third party. If DSI receives a subpoena or other order of a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the parties to this Agreement. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any court or other judicial tribunal order. (See Section 7.5 below for notices of requested orders.)

2.2 Status Reports. DSI will issue to Depositor and Preferred Beneficiary a report profiling the account history at least semi-annually. DSI may provide copies of the account history pertaining to this Agreement upon the request of any party to this Agreement.

2.3 Audit Rights. During the term of this Agreement, Depositor and Preferred Beneficiary shall each have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

## ARTICLE 3 -- GRANT OF RIGHTS TO DSI

3.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

3.2 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed.

3.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer Deposit Materials to Preferred Beneficiary upon any release of the Deposit Materials for use by Preferred Beneficiary in accordance with Section 4.5. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the Deposit Materials.

## ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the following:

- a. Depositor's failure to carry out obligations imposed on it pursuant to the License Agreement; or
- b. Depositor's failure to continue to do business in the ordinary course.

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to DSI written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Upon receipt of such notice, DSI shall provide a copy of the notice to Depositor by commercial express mail.

4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have twenty (20) business days to deliver to DSI Contrary Instructions. "Contrary Instructions" shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy to Preferred Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to the Dispute Resolution section of this Agreement (Section 7.3). Subject to Section 5.2, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) resolution pursuant to the Dispute Resolution provisions; or (c) order of a court.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the Deposit Materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the Deposit Materials to the Preferred Beneficiary. However, DSI is entitled to receive any fees due DSI before making the release. Any copying expense in excess of \$300 will be chargeable to Preferred Beneficiary. Upon any such release, the escrow arrangement will terminate as it relates to the Depositor and Preferred Beneficiary involved in the release.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

## ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; (b) Preferred Beneficiary instructs DSI in writing that the Agreement is terminated as it relates to Preferred Beneficiary; or (c) the Agreement is terminated by DSI for nonpayment in accordance

with Section 5.2. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one year with subsequent terms to be adjusted to match the anniversary date of this Agreement. If the deposit materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to the parties to this Agreement affected by such delinquency. Any such party shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then at any time thereafter DSI shall have the right to terminate this Agreement to the extent it relates to the delinquent party by sending written notice of termination to such affected parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to return or destroy the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.5);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the Deposit Materials has occurred prior to termination;
- d. The obligation to pay DSI any fees and expenses due;
- e. The provisions of Article 7; and
- f. Any provisions in this Agreement which specifically state they survive the termination or expiration of this Agreement.

## ARTICLE 6 -- DSI'S FEES

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least 90 days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. DSI shall not be required to perform any service unless the payment for such service and any outstanding balances owed to DSI are paid in full. Invoices will be issued upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest, and are payable by Depositor within thirty (30) days from date of invoice. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2. Late fees on past due amounts shall accrue interest at the rate of one and one-half percent per month (18% per annum) from the date of the invoice.

## ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. DSI shall be responsible to perform its obligations under this Agreement and to act in a reasonable and prudent manner with regard to this escrow arrangement. Provided DSI has acted in the manner stated in the preceding sentence, Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities incurred by DSI relating in any way to this escrow arrangement.

7.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration under the Commercial Rules of the American Arbitration Association. Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in San Diego, California, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other escrow duties.

## ARTICLE 8 – GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and the Exhibits described herein, embodies the entire understanding among all of the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Preferred Beneficiary and the Acceptance Form need only be signed by the parties identified therein.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

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Signature Page

Depositor:  
Datastream Systems, Inc.

DSI Technology Escrow Services, Inc.

By: Dorothy L. Sizemore

By: Christie Woodward

Name: Dorothy L. Sizemore

Name: Christie Woodward

Title: Paralegal

Title: Senior Contract Administrator

Date: 12/28/99

Date: 1/3/00

**PREFERRED BENEFICIARY  
ACCEPTANCE FORM**

Account Number 0401067-00002

Depositor, Preferred Beneficiary and DSI Technology Escrow Services, Inc. ("DSI"), hereby acknowledge that \_\_\_\_\_ is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective January 3, 2000 with DSI as the escrow agent and Datastream Systems, Inc., as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement.

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name:

Account Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices and communications to Preferred Beneficiary should be addressed to:

Invoices should be addressed to:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Datastream Systems, Inc.  
50 Datastream Plaza  
Greenville, South Carolina 29605

Designated Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Contact: Legal Department

P.O.#, if required: \_\_\_\_\_

Preferred Beneficiary

Datastream Systems, Inc.  
Depositor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dorothy L. Sizemore  
Title: Paralegal/Contracts Administrator  
Date: \_\_\_\_\_

DSI Technology Escrow Services, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AMENDMENT NO. 1  
TO EXHIBIT C  
MASTER PREFERRED ESCROW AGREEMENT  
MASTER NUMBER 0401067-00002**

This Amendment No. 1 ("Amendment"), effective as of \_\_\_\_\_, is hereby made a part of and incorporated into the Master Preferred Escrow Agreement with an Effective Date of January 2000. In the event that any provision of this Amendment and any provision of the Agreement is inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. Any terms not otherwise defined herein shall have the meanings as ascribed to them in the Agreement.

Any and all references to Datastream Systems, Inc. are replaced with Infor Global Solutions (Michigan), Inc.

The parties certify by their undersigned authorized agents that they have read this Amendment and the Agreement heretofore referenced and agree to be bound by their terms and conditions.

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

By Brad Steiner

Name Printed Brad Steiner

Title VP, Deputy General Counsel and Secretary

Date April 10, 2008

**Miami-Dade County**

By [Signature]

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_