

This Services Work Order ("Work Order" or "SWO") is subject to all terms and conditions of the original contract (EL007511), authorized by Columbus City Council ordinance 1799-2007 and transferred to Infor, Inc. by authority of ordinance 2375-2012, between **Infor (US), Inc.** ("Infor") and **City of Columbus** ("Licensee") with an Effective Date of December 1, 2007, (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement. Infor and Licensee may collectively be referred to herein as the "Parties".

Effective date of this Work Order: \_\_\_\_\_ Work Order Number: \_\_\_\_\_

Prepared By: Jason Hoppa \_\_\_\_\_ Approved By: \_\_\_\_\_

Project Name:	
Objective:	The objective of this Work Order is to provide Technical Management Services (AMS) for Licensee's HR, Payroll, Process Flow and LBI products.

**Project Scope**

**Transition Activities**

**AMS Transition Project Activities**

Listed below are the activities which are expected to be performed during transition phase. Licensee will enable transition to Infor AMS consultants (includes both technical AMS and custom support consultants) on all those activities in the scope of work to be delivered through this Work Order.

Type	Description
Transition location	Remote
Project Management & Reporting	<ul style="list-style-type: none"> <li>Transition project planning by Service Delivery Manager</li> <li>Setup milestones and work towards execution</li> <li>Agree on Licensee specific report format based on agreed AMS service delivery and discuss the content with Licensee</li> </ul>
Kick off	<ul style="list-style-type: none"> <li>Kick off meetings/con-calls</li> <li>Relationship building</li> <li>Call management system roll out</li> <li>System remote access check</li> <li>Discuss responsibilities &amp; operational issues</li> <li>Detailed review of Licensee call stats</li> </ul>
Software Environment Transition	<ul style="list-style-type: none"> <li>Review Licensee environments</li> <li>Gain insight of all scope areas that need helpdesk coverage through Licensee IT team</li> <li>DB/OS &amp; Application software components review</li> <li>Custom components review</li> </ul>
Setup Ongoing Service Procedures	<ul style="list-style-type: none"> <li>Capture Licensee IT technical/functional contact details, their email ID, phone numbers (including emergency/out of office hours)</li> <li>Establish change control protocols and approvers</li> </ul>
Moving to Steady State	<ul style="list-style-type: none"> <li>Monitor against agreed scope</li> <li>Identify, Resolve &amp; fine tune issues</li> </ul>

This Work Order is a fixed fee engagement to provide the Licensee with AMS as per the defined scope below:

**Technical Managed Services**

The Infor AMS team provides customers with a comprehensive package of services related to application administration,

patch management, performance monitoring, proactive health checks etc. that help in keeping up with your business continuity.

### **Assumptions**

- All Infor products in scope for this Work Order are currently supported under an Infor support contract
- Licensee provides their relevant IT contacts to Infor AMS thereby enabling successful transition and on-going services delivery
- 2 environment and 6 product line instances will be supported in Phase 1
  - Customer shall not operate in a live production state during Phase 1
- 2 environments and 4 product line instances will be supported in Phase 2
  - Phase 2 will begin upon production go-live
- Infor will provide break-fix support of the Licensee's existing custom programs and interfaces
  - Future customizations may be added via change order after documentation is provided and mutually agreed upon.
- Phase 2 pricing will begin upon production go-live. Infor will provide the City with a Change Order to be signed by both parties as evidence of the change to Phase 2 of the Work Order ("Phase 2 Change Order").
- All the credentials to access the in scope Infor products should be provided by Licensee
- Required site to site VPN access will be provided to Infor AMS team for delivering remote services
- All required credentials for app, DB will be provided to Infor AMS team for delivering remote services.
- Change requests (if any) will be handled using change control procedures defined as part of the transition
- If additional users or products are added or changes to the scope happen in the future, such can be accommodated as a change order to this AMS model after subsequent review
- All communication will be in English

### **Technical Managed Services within Project Scope include:**

- Proactive Monitoring/health checks of in-scope Infor applications and database using manual techniques, automation tools and generating alerts / reports based on the thresholds configured
- Application management
- Patch Management
- Technical application upgrades
- Assist Infor Support in the troubleshooting of issues
- Custom code support to include (only for those customizations identified in this Work Order):
  - Updating custom program code to help ensure that the program compiles successfully after patch application.
  - Inform the Licensee when custom code does not work after patch application and recommend new development or customization to support patch implementation

### **Service Delivery Management (SDM)**

The Infor Service Delivery team will provide and coordinate the services set forth in this Work Order. The Infor Service Delivery team will be managed by the Infor Service Delivery Manager (SDM).

This is a key function in overall AMS offering wherein Infor AMS assigns point of contact for Licensee to help ensure a smooth transition and ongoing (monthly) reporting, collaboration during the course of AMS service delivery

The SDM responsibilities shall include:

- Managing day-to-day service delivery and operations for in-scope Products.
- Works with Licensee to assign priorities to proposed change orders.
- Provides Licensee with contact names within Infor for management of contractual questions, and for issues and problems arising from services delivery.
- Establishes and conducts monthly service and performance review meetings with Licensee representatives.
- Promptly notifies Licensee of application outages which could affect the services.
- Coordinating change control activities
  - Performing Change Management and change requests according to standard Infor policies and procedures.
  - Maintaining a systematic methodology based on Infor standard change processes for accumulating,

tracking, and reporting on changes.

- Prioritizing proposed change orders according to established policies, bringing change conflicts to the attention of the appropriate Licensee personnel, and assisting in the management of conflict resolution processes.
- Providing the appropriate Licensee manager with effort and timing estimates for implementation of enhancements (if any).
- Coordinating change activities across multiple service delivery teams to help minimize disruptions in Hosting Services.
- Developing a back-out plan for each change and use it if needed.
- Communicating all changes to the Licensee according to Change Management practices.
- Maintaining existing configuration information, databases, diagrams, parameters, and elements (as relevant) in preparation for and in response to changes in any in-scope systems and applications.
- Evaluating the impact of the changes introduced by the Licensee to its production environment.
- Providing details and estimated costs to the Licensee in cases where the production environment change planned or implemented by the Licensee will impact Lawson staffing levels, or will cause Infor to incur additional expenses to be reimbursed by the Licensee.

**Service / Maintenance / Standby Windows**

- Standard Service window:
  - Monday through Friday 7:00 AM to 7:00 PM in the Licensee primary time-zone as identified in their support profile
  - All payroll issues may be escalated as high priority.
- Stand-by window for Priority 1/System down issues
  - 24x7 for AMS related incidents
  - Infor Xtreme Application Support
    - As per Licensee’s Infor Xtreme support/maintenance contract

**Service Level Definition/Initial Response Time Matrix**

- As per Licensee’s Infor Xtreme support/maintenance contract.

**Project Deliverables**

1. Technical AMS services as per this Work Order.

**Project Exclusions**

- Any work not referenced in the Project Scope section set forth above is considered “Out of Scope” for this Work Order, and Infor will require execution of a Change Order or a new Work Order for any additional work
- First line/end user (functional) support It is assumed that power/key users of Licensee are functionally competent to manage functional questions relating to the in-scope Products and Application Environment
- Desktop/Device end user support, Exchange/Mail servers monitoring
- Third party application monitoring and support
- Infor products and other component system licensing & Infor maintenance/support fees
- Database licensing & administration

**Infor Responsibilities**

Infor will provide knowledgeable resource(s) remotely as required per the Project Scope above

**Licensee Responsibilities**

It is agreed that Licensee will make the following available to the Infor resources during the term of the engagement. Failure to meet any prerequisite could result in delays in meeting Licensee’s schedule requirements and additional time on-

<p>site charge.</p> <ul style="list-style-type: none"> <li>• Timely availability of key Licensee staff members who can provide necessary skills and accurate and complete information for their portion(s) of the Project and who will support the Project Scope as described herein and as otherwise deemed necessary.</li> <li>• Timely availability of and access to all Project required computer systems, as well as, logins and passwords with sufficient authority to accomplish the tasks described in the Project Scope.</li> </ul>

Pricing for the Initial Term:

Resource/Activity/Task	Services Fee Estimates for Phase 1 and 2		
	Est. Fixed Fee (US\$)	Est. Monthly Fee (US\$)	Total Fee (US\$)
AMS Cost (Phase 1, first 9 months)		11,250	\$101,250
AMS Set-up Fee	\$15,000		\$15,000
AMS Cost (3 months)		\$18,200	\$54,600

Travel and living expenses are outside the scope of this Work Order. Each 3-month period is one quarter period.

**SERVICE FEES:** The cost for the first term of the AMS services described in this Work Order will be \$170,850. The costs include a one-time AMS Set-up Fee of \$15,000, three quarters pre go-live (Phase 1) AMS service to be billed at \$33,750 per quarter, and one quarter of post go-live (Phase 2) AMS service to be billed at \$54,600 per quarter. In the event that Phase 2 AMS service is needed prior to the last quarter of the first term, the parties will execute a Change Order to add additional funds to this Work Order to accommodate the additional cost, subject to approval of proper City of Columbus authorities.

**\*All amounts are in US Dollars unless otherwise specified**

Any variation to this Work Order must be agreed to in writing by both parties and this Work Order will be amended accordingly.

**LOCATIONS:** Services may be provided at the facilities of Infor, or at the Licensee sites as mutually agreed by the parties.

**PAYMENT:** Unless otherwise stated below, Infor will invoice Licensee for the fixed fee and applicable charges on a quarterly basis (four times per year) or as the Licensee incurs the charges. Licensee will pay each Infor invoice within thirty (30) of the date of an invoice.

**Fee Payment Schedule:**

Licensee shall pay the above described fees in accordance with the following: (i) the one time transition costs described above of in the amount of \$15,000 upon execution of this the Work Order; and (ii) the quarterly fees, in advance, during the Initial Term. Upon the expiration of the Initial Term or any subsequent annual term, the Technical Managed Services can be renewed, by mutual agreement and approval of proper City of Columbus authorities, for successive 1 year periods at the prior year's annual fee for Phase 2 (plus an increase not to exceed the Annual Escalation Percentage Cap of 6%). Annual renewals of the Technical Managed Services will be payable in advance. Any such renewal must be mutually agreed to in writing prior to the end of the current term or a lapse in the Licensee's Technical Managed Services will occur.

**WORK ORDER TERM.**

This Work Order shall commence as of the Effective Date set forth above and shall continue for an initial term of one (1) year (the "Initial Term"). After the Initial Term, this Work Order and Technical Managed Services can be renewed, by mutual agreement and approval of proper City of Columbus authorities, for successive one-year terms as set forth above. Any such renewal must be mutually agreed to in writing prior to the end of the current term or a lapse in the Licensee's Technical Managed Services will occur.

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

**Infor (US), Inc.**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Signature Date: \_\_\_\_\_

**Licensee: City of Columbus**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Signature Date: \_\_\_\_\_

**Invoices MUST be mailed to:**

Company Name: City of Columbus Department of Technology  
 Contact Name: Fiscal Office, Accounts Payable  
 Address: PO Box 2949  
 Address: Columbus, OH 43216  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Delivery Address:  
 If different from above**

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Licensee Site Addresses:**

SERVICES ENGAGEMENT SET UP – INTERNAL USE ONLY	
<b>Engagement Manager:</b>	
CLARITY USERS	
<b>Time Approver:</b>	<b>Alternate Approver:</b>
<b>Item Class:</b>	<b>Product:</b>
CHANGEPOINT USERS	
<b>Expense &amp; Alternate Approver:</b>	
<b>Licensee Acct #:</b>	<b>RHQ/Business Unit:</b>
<b>Licensee Type:</b>	<b>Billing Office:</b>
<b>Region/Vertical:</b>	<b>Location State (Work Performed):</b>
<b>Item Class:</b>	<b>Product:</b>

TW 08/17/2012