



ADDENDUM

MULTIYEAR SUPPORT COMMITMENT

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Software License Agreement between Infor (US), Inc. ("Infor") and The County of San Mateo ("Licensee") with an effective date of February 28, 2006 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to a separate Support Agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and Support services (and may be referred to in an Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in an Agreement as Schedule, Supplement or Supplemental Schedule); "Annual Escalation Percentage Cap" means the maximum percentage increase in an annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of the Addendum: the date of counter-signature by Infor.

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary.

| <u>Item</u> | <u>Item Description</u> | <u>Users</u> | <u>License Type</u> | <u>Support Level *</u> |
|------------------|---|--------------|---------------------|------------------------|
| WFM-TA-TIMEATT | Workforce Time & Attendance - Time & Attendance | 1 | ET | XTP |
| IBM-WAPNDPRO | IBM Websphere Application Server - Network Deployment - PVU | 100 | PV | XT |
| WFM-WP-WKMAIL | Workforce Platform - Workmail for Corporate Messaging | 1 | ET | XTP |
| WFM-WP-FORMBUILD | Workforce Platform - Form Builder/Workflow Editor | 1 | ET | XTP |
| WFM-WP-EMPTRMGR | Workforce Platform - Employee Transaction Manager | 1 | ET | XTP |
| WFM-WP-STD | Workforce Performance - Workforce Performance Standard | 1 | ET | XTP |

*Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. At all times Support shall be provided according to Infor's then-current Support policies and procedures. Descriptions of the Support levels can be found at <http://www.infor.com/support/support-plan-features/> .

If Applicable: "XTP" = Infor Xtreme Premium (24 x 7) and "XTE" = Infor Xtreme Elite (24 x 7) Plus.

Infor Support Assistant: If not already installed, Licensee agrees to promptly download and install Infor Support Assistant (“ISA”), a data collecting application that gathers relevant system and software information for use by Infor Support in its continuing effort to improve Support response and resolution times and to assist Infor with the provision of proactive Support. For purposes of clarification, ISA does not collect personal data, business transaction data, production data or authentication information, including passwords.

II. Support Services

Total Support Fee:** \$374,608.77

** The Total Support Fee specified above has been calculated to align the Support End Dates of all Component Systems listed.

Annual Escalation Percentage Cap: For this Support Term, the Annual Escalation Percentage increase of 4% is included in the annual payment amounts set forth below. Following this Support Term, the Annual Escalation Percentage cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is the greater.

Support Term: September 1, 2020 (“**Start date**”) to August 31, 2023

Support Commitment:

The Support Term specified herein is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Support Term. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the “Damages”). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

On the last day of the Support Term, Support will automatically renew for successive twelve-month periods (the “Renewal Period”) 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.

Other fees:

Total Amount Due (before applicable taxes): \$374,608.77

Currency: USD

Payment Schedule:

\$120,005.37 (plus applicable taxes) is due no later than August 14, 2020

\$124,805.59 (plus applicable taxes) is due no later than August 13, 2021

\$129,797.81 (plus applicable taxes) is due no later than August 19, 2022

Licensee will be bound to pay Infor the Total Modified Annual Support Fees listed above only to the extent funds are appropriated to purchase such support services. Licensee covenants and agrees that at all times during the term of the Agreement, that it will exert all reasonable, good faith efforts, and do all things lawfully necessary and proper, to obtain sufficient funding from which payments for services hereunder may be made. In the event sufficient funds are not appropriated and budgeted or are otherwise legally unavailable to Licensee by any means whatsoever in any period listed above, then Licensee will immediately notify Infor of such occurrence and this Agreement will expire effective on the last day of the period for which payment was received. Licensee will be responsible for payment of all fees through the termination date of Support.

Invoice Address: 555 County Center

4th Floor

Redwood City, CA 94063

Contact name: Kristie Passalacqua

Contact Title: Deputy Controller

Contact Tel: 650-599-1330

Contact Email: kpassalacqua@smcgov.org

Account ID: 374720

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

Infor (US), Inc.

DocuSigned by:
Signature


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Name: Gregory M Giangordano

Title: SVP & General Counsel

Date:
25 June 2020 | 09:29:14 EDT

The County of San Mateo

Signature

Name:

Title:

Date: