

AMENDMENT No. 10
CONTRACT No. 31000031

**Software Support Agreement
For Hansen Software**

This Agreement (the "Software Support Agreement") was made and entered into on the 1st day of June, 2009, by and between Hansen Information Technologies, now **Infor Public Sector, Inc.**, a California corporation, hereinafter called "Infor," and the **City of Portland**, a municipal corporation of the State of Oregon, hereinafter called "Licensee," by and through their duly authorized representatives. This Amendment may refer to the City and Infor individually as a Party or collectively as the Parties.

The Effective Date of this Amendment is **June 1, 2014**. The purposes of this Amendment are to extend the term and to increase the value of the Software Support Agreement.

The Parties hereby agree as follows:

1. The term of the Software Support Agreement is extended by five years, and the new expiration date is **August 31, 2019**.
2. The not-to-exceed value of the Software Support Agreement is increased by **\$560,000.00**, from \$476,092.06 to **\$1,036,092.06**.
3. Infor shall provide Software maintenance and support, as set forth in Exhibit A ("Five-Year Support Commitment") and Exhibit B to this Amendment No. 10. The annual support period begins on September 1st each year and ends on August 31st of the next year.
4. In the event of a conflict between Exhibit A of this Amendment and the Software Support Agreement, the terms and conditions of Exhibit A shall govern regarding the subject matter therein.

All other terms and conditions of the Software Support Agreement shall remain unchanged by this Amendment and in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF PORTLAND (LICENSEE)

INFOR PUBLIC SECTOR, INC.

Chief Procurement Officer Date

Authorized Signature Date

Approved as to Form
APPROVED AS TO FORM



Office of the City Attorney

6/2/14
Date

Printed Name and Title

Address:

Phone:

Fax:

EXHIBIT A:
FIVE-YEAR SUPPORT COMMITMENT

Amendment No. 10
Contract No. 31000031, Software Support Agreement

The Parties agree as follows:

1. Licensee hereby agrees to a non-cancelable commitment to a five-year Support period for the Component Systems listed in Schedule 1 to this Exhibit A.
2. In consideration of Licensee's non-cancelable five-year Support commitment, the annual support fee for the Component Systems and users specified on the attached Schedule 1 is hereby modified as set forth below:

Maintenance Renewal Period	Total Modified Annual Support Fees	Type of Support*
9-1-2014 through 8-31-2015	\$ 105,294.16	XT
9-1-2015 through 8-31-2016	\$ 108,452.99	XT
9-1-2016 through 8-31-2017	\$ 111,706.57	XT
9-1-2017 through 8-31-2018	\$ 115,057.77	XT
9-1-2018 through 8-31-2019	\$ 118,509.50	XT
TOTAL ANNUAL SUPPORT FEES	\$ 559,021.00	

*If specified in the Support Level field: "XT" means Xtreme Support Plan, "XTP" means Xtreme Premium Support plan and "XTE" means Xtreme Elite Support plan. Descriptions of the then current support plans for Infor, can be found at:

<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>

3. The Annual Support Fee is an annual fee to be paid on a yearly basis. Payment of the first Annual Support Fee set forth above is due thirty (30) calendar days ~~fifteen (15)~~ days from date of Invoice from Infor. Annual Support Fees for all other periods are due and payable per the terms of the Agreement. At the end of the maintenance renewal periods set forth above, the annual maintenance fee shall be subject to successive increases on an annual basis, not to exceed the Annual Escalation Cap, which is 6% or the then-current Consumer Price Index, whichever is greater.
4. The Annual Support Fees set forth above shall apply only to the items set forth on the attached Exhibit I. If Licensee licenses additional Software and/or users during the maintenance renewal periods specified above, the annual support fee will increase accordingly.
5. The Parties agree the fees specified above are offered by Infor solely in reliance upon Licensee's commitment to renew annual support services through the last Support Renewal Period specified above. The multi-year Support Renewal Period specified herein is a binding term, and Support may not be canceled during this time except as provided in Section 6 below. If Licensee fails to pay Infor any portion of the Total Modified Annual Support Fees for all five (5) years when due for any reason whatsoever other than under Section 6 below, then, in addition to other remedies Infor may exercise, Infor will be entitled to revoke the Modified Annual Support Fees and Licensee shall be immediately invoiced for, and shall be obligated to pay to Infor the standard Support fee for all years listed above,

with annual increases applied, as liquidated damages and not as a penalty, less any amounts previously paid by Licensee under this Addendum. The parties agree this amount is a fair and reasonable estimation of Infor's damages in the event Licensee breaches its obligation to maintain Support through the multi-year commitment period. Modified Annual Support fees paid to Infor are nonrefundable.

6. 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. In this regard, Licensee hereby covenants and agrees, at all times during the term of this 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 by any means whatsoever in any period listed above, then Licensee will immediately notify Infor of such occurrence and Infor may notify Licensee that 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.
7. A detailed description of the Software covered under the Software Support Agreement is in the table below:

<u>Description</u>	<u>Quantity</u>	<u>User Restrictions*</u>
H8CS Hansen 8 - Customer Service	41	CU
H8WM Hansen 8 - Work Management	60	CU
H8AS Hansen 8 - Sewer	41	CU
H8AT Hansen 8 - Storm	41	CU
H8AIC Hansen 8 - Inventory Control	3	CU
H8MD Hansen 8 - Map Drawer	67	CU
H8AWS Hansen 8 - Asset Web Services	1	SD
SELC-MS8-AMN Hansen 8 - Mobile Assets Server (Notebook Edition)	1	SD
SELC-MS8-AMF Hansen 8 - Mobile Assets Field User License	20	NU
HAN-H8VIEW-H8AIC Hansen 8 View Only - Inventory Control	1	SI
HAN-H8VIEW-H8AS Hansen 8 View Only - Sewer	1	SI
HAN-H8VIEW-H8AT Hansen 8 View Only - Storm	1	SI
HAN-H8VIEW-H8CS Hansen 8 View Only - Customer Service	1	SI
HAN-H8VIEW-H8WM Hansen 8 View Only - Work Management	1	SI
NZTK-H8NDEU Hansen 8 - Nezttek Data Utility Exchange	1	NU
H8SC Hansen 8 - Service Contract	2	CU

*"SD" means Site Database Restriction; "CU" means Concurrent User Restriction; and "SI" means Site license Restriction; "NU" means Named User Restriction

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Detailed Service and Maintenance Cost Breakdown for Hansen Products							
Catalog #	HANSEN 8 SOFTWARE	Count	Cost 9/1/2014- 8/31/2015	Cost 9/1/2015- 8/31/2016	Cost 9/1/2016- 8/31/2017	Cost 9/1/2017- 8/31/2018	Cost 9/1/2018- 8/31/2019
H8CS	Hansen 8 - Customer Service	41	\$14,316.88	\$14,746.38	\$15,188.77	\$15,644.44	\$16,113.77
H8WM	Hansen 8 - Work Management	60	34,339.22	35,369.40	36,430.48	37,523.39	38,649.10
H8AS	Hansen 8 - Sewer	41	17,443.55	17,966.86	18,505.87	19,061.04	19,632.87
H8AT	Hansen 8 - Storm	41	18,797.71	19,361.64	19,942.49	20,540.76	21,156.98
H8AIC	Hansen 8 - Inventory Control	3	3,385.79	3,487.36	3,591.98	3,699.74	3,810.73
H8MD	Hansen 8 - Map Drawer	67	0.00	0.00	0.00	0.00	0.00
H8AWS	Hansen 8 - Asset Web Services	1	4,681.27	4,821.71	4,966.36	5,115.35	5,268.81
SELC-MS8-AMN	Hansen 8 - Mobile Assets Server (Notebook Edition)	1	2,945.30	3,033.65	3,124.66	3,218.40	3,314.96
SELC-MS8-AMF	Hansen 8 - Mobile Assets Field User License	20	7,847.63	8,083.06	8,325.55	8,575.32	8,832.58
HAN-H8VIEW- H8AIC	Hansen 8 View Only - Inventory Control	1	0.00	0.00	0.00	0.00	0.00
HAN-H8VIEW-H8AS	Hansen 8 View Only - Sewer	1	0.00	0.00	0.00	0.00	0.00
HAN-H8VIEW-H8AT	Hansen 8 View Only - Storm	1	0.00	0.00	0.00	0.00	0.00
HAN-H8VIEW-H8CS	Hansen 8 View Only - Customer Service	1	0.00	0.00	0.00	0.00	0.00
HAN-H8VIEW- H8WM	Hansen 8 View Only - Work Mgmt.	1	0.00	0.00	0.00	0.00	0.00
NZTK-H8NDEU	Hansen 8 - Nezteck Data Utility Exchange	1	1,157.31	1,192.03	1,227.79	1,264.62	1,302.56
H8SC	Hansen 8 - Service Contract	2	379.51	390.90	402.63	414.70	427.15
SUBTOTALS			\$105,294.16	\$108,452.99	\$111,706.57	\$115,057.77	\$118,509.50
TOTAL RENEWAL COST, 5 YEARS							\$559,021.00