



BOARD OF COUNTY COMMISSIONERS

DATE: April 9, 2013

AGENDA ITEM NO. 14

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature:

Subject:

Sole Source Purchase: Software License - Ambulance and Law Enforcement Dispatch Source Code
Contract No. 123-0266-SS(PF)

Department:

Public Safety Services / Purchasing

Staff Member Responsible:

Bruce Moeller / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE PURCHASE OF SOFTWARE LICENSE - AMBULANCE AND LAW ENFORCEMENT DISPATCH SOURCE CODE ON A SOLE SOURCE BASIS FROM INFOR PUBLIC SECTOR, INC. (INFOR), TAMPA, FLORIDA.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE SOURCE CODE RELEASE AND ORDER FORM AND THE CLERK ATTEST.

Summary Explanation/Background:

In December 1993, the County entered into a perpetual license agreement with Bell Atlantic Public Sector for the source code and application software that the County uses for its 911 and Fire Rescue Dispatch Systems. Obtaining this software product provided opportunity for the County to achieve its goal to improve service and capabilities while maintaining cost efficiencies. The original source code held by Bell Atlantic is now under the ownership of Infor.

Infor is the current supplier of Ambulance and Law Enforcement Dispatch Systems source code that is compatible with our existing software. The source code is closed, and is therefore not available to other firms; hence, Infor is the sole source provider of this software product. In addition, Infor provides no resellers or alternate distributors for this product; it can only be purchased from Infor.

Purchasing the source code will enable Public Safety Services (PSS) to consolidate call taking functionality, as well as integrate ambulance and police dispatch functionality as PSS relocates to the new Public Safety Center currently under construction.

PSS programmers are intimately experienced with the operations of this application software; the ability to modify the source code will allow the needs of all current and future stakeholders to be met without restrictions. This prior experience will greatly decrease the amount of time usually required to configure, train and implement a dispatch software suite.

The purchase of Infor source code is in the best interest of the County and provides for future growth in the areas of technology and advancement in the dispatch of 911, fire, law enforcement, and ambulance services.

Fiscal Impact/Cost/Revenue Summary:

Estimated Total Expenditure is \$350,000

Funding is provided through the Emergency Management Fund (\$200,000) and the 911 Fees Fund (\$150,000).

Through the transition of the Pinellas County Sheriff's Office Emergency Operator/Complaint Writer responsibilities to County Public Safety Services, the Sheriff's budget may experience a decrease in budgetary funding requests with some related areas.

Exhibits/Attachments:

Contract Review

Source Code Release Agreement

Order Form

Software License Agreement



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 41924

PROJECT: Sole Source Purchase – Ambulance and Law Enforcement Dispatch Source Code			
CONTRACT NUMBER: 123-0266-SS (PF)		REQ. NUMBER:	
TYPE: <input checked="" type="checkbox"/> Purchase Contract	<input type="checkbox"/> Other:	<input type="checkbox"/> Construction-Less than \$100,000	<input checked="" type="checkbox"/> One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: N/A **PRODUCT ONLY** ☒

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director K. Rickard Ops Mgr	3/15	KR [Signature]	Sole Source Memo from Vendor Penals.	
2.	Requesting Dept. PSS Bruce Moeller, Director	3/16/2013	[Signature]		

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	3/18	[Signature]	Insurance reqts attached	<input checked="" type="checkbox"/> HIGH RISK <input type="checkbox"/> NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	3/19/13	[Signature]		
5.	Legal <u>Don Crowell</u> Attn: [Name] (agreement sent to you seperatley)	3/18	[Signature]	ok to Remove Ins pages per Risk	
6.	Asst. County Administrator Attn: M. Woodard	3/19/13	[Signature]		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to:	Patti Fontaine	At X43147
In order to meet the following schedule, please return your requirements to Purchasing by: 3/21/13		

TENTATIVE DATES

Bid Mail Out:
Bid Opening:
Purchasing Director Approval:



Source Code Release Agreement

This Source Code Release Agreement ("Agreement") is made and entered into on March _____, 2013 by Pinellas County, a political subdivision of the State of Florida ("PINELLAS COUNTY") located at 400 South Ft. Harrison Avenue, Clearwater, FL 33756 and Infor Public Sector, Inc. ("INFOR") having offices located at 3501 E. Frontage Road, Suite 350, Tampa, FL 33607.

WHEREAS, INFOR and PINELLAS COUNTY are entering into a Software License Agreement ("License Agreement") and Order Form concurrently with the executions of this Agreement under which INFOR will provide to PINELLAS COUNTY certain software products (including the Police Text Computer Aided Dispatch and Ambulance Text Computer Aided Dispatch software products). A copy of the Order Form is attached hereto.

WHEREAS, INFOR owns the rights and possesses the intellectual property to the Police Text Computer Aided Dispatch and Ambulance Text Computer Aided Dispatch "Calltaker" software products listed on the attached Order Form (the "CAD Software"), from which INFOR derives substantial independent economic value; and

WHEREAS, INFOR desires to supply PINELLAS COUNTY with a limited license to access the source code of the CAD Software (the "Source Code"); and

WHEREAS, PINELLAS COUNTY desires to use the Source Code in order to maintain and modify the CAD Software solely for the internal computing operations of PINELLAS COUNTY; and

NOW THEREFORE, in consideration of mutual promises set forth, the parties agree as follows:

1. **Limited License Agreement.** Subject to the terms and conditions of this Agreement and attached Order Form, INFOR grants PINELLAS COUNTY a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable license (without the right to sublicense or sublicense) to use, copy, modify and maintain the Source Code and Derivative Works created by PINELLAS COUNTY for PINELLAS COUNTY's own, internal computing operations.
2. **Limitation on Use of Source Code.** PINELLAS COUNTY may not use the Source Code for any purpose other than to maintain, use, and modify the CAD Software solely for the internal computing operations of PINELLAS COUNTY. The Source Code may not be sold, sub-licensed, given away, leased, or transferred without INFOR's prior written consent.
3. **Term.** This source code release provided herein shall be perpetual, however, INFOR may immediately terminate the license granted herein if: (a) any provision herein is violated by PINELLAS COUNTY and PINELLAS COUNTY fails to cure such violation within 30 days after receipt of written notice from INFOR stating the violation, or (b) PINELLAS COUNTY's license to use the Source Code or CAD Software expires or is terminated. Upon termination, all copies of the Source Code of the CAD Software will be returned to INFOR or destroyed within ten (10) days following such expiration or termination and PINELLAS COUNTY will certify in writing its compliance with this provision.
4. **Additional Remedies.** Any breach by PINELLAS COUNTY of its obligations hereunder may cause irreparable damage for which INFOR may have no adequate remedy at law, and INFOR may exercise all available equitable remedies, including seeking injunctive relief. If PINELLAS COUNTY becomes aware of a breach or if a breach is probable, PINELLAS COUNTY will promptly notify INFOR, and will provide assistance and cooperation as is necessary to remedy a breach that has already occurred or to prevent a threatened breach.
5. **Payment of Fees and Taxes.** PINELLAS COUNTY will pay INFOR all license fees (as specified on the Order Form) within forty five (45) days of the Order Form Date as permitted under F.S. 218.70, et seq (Local Government Prompt Payment Act). PINELLAS COUNTY 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. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Order Form. INFOR will invoice PINELLAS COUNTY for applicable tax and shipping amounts and such invoices are due upon PINELLAS COUNTY's receipt thereof.
6. **Confidentiality of Source Code.** PINELLAS COUNTY will maintain in confidence the Source Code of the CAD Software by using the strictest standard of security measures to maintain confidential technical information and documentation. PINELLAS

COUNTY will not disclose the Source Code or the CAD Software, or any aspect thereof, to anyone other than to their employees who have a need to know and are bound to protect such information against any other use or disclosure. PINELLAS COUNTY will not disclose the Source Code to any third party consultants unless INFOR provides prior written consent to such a disclosure. Said written consent, if provided, shall be through the execution of a Nondisclosure Agreement for which INFOR, PINELLAS COUNTY and the consultant(s) shall execute.

7. Derivative Works and Trade Secrets. Except for the license rights granted herein, all rights in the Source Code and CAD Software as provided hereunder shall be owned by INFOR. Notwithstanding the foregoing, and the conflicting provisions of the Software License Agreement, PINELLAS COUNTY shall own all right, title interest in any derivatives works thereof created by or for PINELLAS COUNTY (excluding any pre-existing intellectual property of INFOR in such CAD Software) under this Agreement.

8. Maintenance and Support. Maintenance and Support is not provided for the Source Code. Should PINELLAS COUNTY modify, alter or otherwise change the CAD Software, INFOR will not support the CAD Software or any software impacted by any such modification, alteration or change.

9. Warranty. NO WARRANTY OF ANY KIND IS PROVIDED IN CONJUNCTION WITH THE CAD SOFTWARE AND SOURCE CODE. INFOR SHALL HAVE NO LIABILITY FOR NEGLIGENCE; INFOR MAKES AND PINELLAS COUNTY RECEIVES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND INFOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability. The cumulative liability of INFOR to PINELLAS COUNTY for all claims relating to the Application Software or Source Code, in contract, tort or otherwise shall be zero. In no event shall INFOR be liable for any consequential, indirect, special, or incidental damages, even if INFOR has been advised of the possibility of such potential loss or damage.

The parties, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

Pinellas County a political subdivision
of the State of Florida

Infor Public Sector, Inc.

By _____

By Patricia Elias

Name _____

Name: Patricia Elias

Title _____

Title: Associate General Counsel

Date _____

Date: 3/19/2013



ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Infor Public Sector, Inc. ("Infor") and Pinellas County Board, a political subdivision of the State of Florida ("Licensee") with an effective date of _____ (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). As it relates to any Source Code for the Component Systems, this Order Form is subject to the applicable terms of the Source Code Release Agreement. The License Agreement, related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement and and Source Code Release Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement and the terms of the Source Code Release Agreement shall control over the terms of the Order Form.

In the event the capitalized terms in this Order Form 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 the 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 the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the 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 this Order Form: _____ (the "Order Form Date")

I. Newly licensed Component System

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
1	PSPDCAD2-SRC	Text Police (PD) CAD - Source Code (Calltaker)	1	SCL	Not on Support
2	PSADCAD2-SRC	AD Text CAD/SSM - Source Code (Calltaker)	1	SCL	Not on Support
					Total License Fee: \$350,000.00

*If specified in the User Restriction field:

- SCL = "Source Code License" – under the Source Code Release Agreement.

**Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf>.

If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE" = Infor Xtreme Elite (24x7) Plus

II. Support services

NOT ON SUPPORT - Licensee acknowledges it has elected to NOT purchase Support at this time for the Component Systems set forth above. Accordingly, Licensee acknowledges and agree that for so long as Licensee is NOT subscribing to Support and duly paying to Infor applicable Support Fees, Licensee is not eligible for or entitled to: (a) any Updates and Upgrades or (b) any access (via Licensee's use of the Internet, telephone or other means established by Infor) to: (i) Infor's global helpline question and answer database; (ii) Infor's incident tracking information database or (iii) qualified technical personnel for advice and consultation regarding Licensee's use of the Component Systems. Licensee further acknowledges that any election or request by Licensee to either initially purchase or subsequently re-subscribe to purchase Support after any period of discontinuation is at the sole discretion of Infor and subject to Infor's then current Support fee policies regarding eligibility, fees or any other terms and conditions that Infor may require or establish.

Other Fees: N/A

Total Amount Due (before applicable taxes): \$350,000.00

Payment Terms:

Payment is due within 15 days of Order Form Date.

All amounts are in US Dollars unless otherwise specified.

Currency: United States Dollars

Equipment (on which Component Systems will be installed):

Computer Platform TBD Model: TBD
Operating System TBD DBMS: TBD
Location: Pinellas County Board of County Commissioners
400 South Ft Harrison Ave
Clearwater, FL 33756
Serial Number: TBD

Licensee Account ID: 100015393

Infor GL ID: US06A

Account Executive Name: Margaret Moran

Delivery Address: Pinellas County Board of County Commissioners
400 South Ft Harrison Ave
Clearwater, FL 33756

Invoice Address:
(if blank, the Delivery Address shall be used for Invoicing):

Pinellas County Board of County Commissioners
400 South Ft Harrison Ave
Clearwater, FL 33756

Contact Name: Jackie Weinreich
Contact Title:
Contact Phone: 727-464-3879
Contact email: jweinrei@pinellascounty.org

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Contact Title:
Contact Phone: 727-464-3879
Contact email: jweinrei@pinellascounty.org

III. Additional Terms

Delivery is FOB Shipping Point.

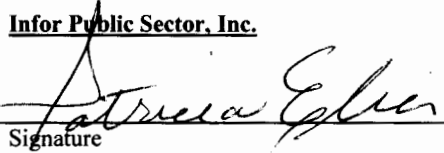
Equipment Information. As of the Order Form Date, Licensee has not yet purchased the Equipment on which the Component Systems will be installed. Licensee acknowledges and agrees that such Equipment information must be provided to Infor as soon as possible, and that once provided, such Equipment shall be the licensed Equipment on which the Component Systems must be installed and operated. Licensee acknowledges and agrees that it is Licensee's responsibility to ensure operational compatibility of the Equipment with the Component Systems licensed herein and Infor shall not be required to deliver additional software elements other than the Component Systems incorporated on this Order Form. Licensee further acknowledges and agrees that in the event Licensee subsequently changes the Equipment after installation, additional fees may be applicable as the direct result of a change in Equipment.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

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

For: Infor Public Sector, Inc.


Signature

Patricia Elias

Typed or Printed Name

Associate General Counsel

Title

3/19/2013
Date

For: Pinellas County Board, a political subdivision of the State of Florida

(Legal Name of LICENSEE)

Signature

Typed or Printed Name

Title

Date



SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER: _____

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made Infor Public Sector, Inc., ("Infor") and Pinellas County Board, a political subdivision of the State of 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 a particular entity.

(b) "Authorized Agencies" means additional governmental or quasi governmental agencies that are affiliated with Licensee. Licensee may, subject to the terms and conditions of this Agreement, add Authorized Agencies as secondary Licensees hereunder from time to time with Infor's written consent which may be provided an amendment to this Agreement, provided that Licensee must provide Infor with such information regarding such prospective Authorized Agency as Infor shall reasonably request from time to time and provided further that these agencies must abide by all terms and conditions of this Agreement (including applicable Customer Order Forms) applicable to the Licensee. Any license or support issues to be reported by additionally Authorized Agencies shall be reported only through the Licensee's system administrator, or other authorized personnel who serve as Licensee's primary point of contact to Infor. The Licensee remains responsible all for payments due Infor hereunder (whether or not such payments are incurred by Licensee or such Authorized Agency) and/or resolving issues or disputes regarding payment.

(c) "Confidential Information" means non-public information of an Affiliate or a party to this Agreement that is identified as confidential and/or proprietary. Confidential information of Infor includes (whether or not identified as confidential), without limitation, the Documentation, the Infor Software, all software provided with the Infor Software 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 generally 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) "Customer Order Form" means each order form or similar purchase order document mutually executed and delivered by the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Software, associated fees and User Restrictions, among other terms.

(e) "Customer Order Form Date" means the date identified on the applicable Customer Order Form as the Customer Order Form effective date, or if no such date is specified, the date on which both parties have signed.

(f) "Delivery Address" means the Licensee shipping address set forth in the applicable Customer Order Form as the Delivery Address.

(g) "Delivery Date" means, for each Software application the earliest of (a) the date that Infor places the Software with a shipping agent for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Software by, for example, providing Licensee a URL, where the Software is available for immediate electronic download along with access codes permitting download and access to the Software, and /or (c) the date that Licensee actually receives the Software. All Software shipped to Licensee is hereby provided F.O.B. shipping point.

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

(i) "Documentation" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of the Software

(j) "Documented Defect" means a material deviation between the then-current, general release version of the Software and its Documentation, for which 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.

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

(l) "Enhancements/Modifications" means any addition or further development of an existing feature or capability of the Infor Software and provided by Infor to its customers generally as part of Software Support; and, if applicable, the Third-Party Software described in Appendix A, if applicable, if such developments are provided to Infor by the Third Party Software licensor for distribution to the Infor Software customers generally as part of Infor's Software Support

(m) "Infor Software" means any one of the proprietary computer software programs which is identified in the

applicable Customer Order Form under the "Infor Software" or similar heading indication, any modifications made to same, and related Documentation. Such Software is not a Third Party Product.

(n) "**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 Customer Order Form, or, in the absence of any such specification in the Customer Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Software

(o) "**Intellectual Property Rights**" means any and all foreign or domestic intellectual rights, including without limitation, rights in patents, patent applications, copyrights, copyright registrations, know how, trade secrets, trademarks and service marks (including, where applicable, all derivative works based on any of the foregoing).

(p) "**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 Software, have executed an Infor-approved non-disclosure agreement and paid any applicable fees.

(q) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment but not by individuals.

(r) "**Recipient**" means the party receiving Confidential Information from the Discloser party hereunder.

(s) "**Software**" refers, collectively, to all Infor Software and Third Party Products listed in the applicable Customer Order Form between the parties.

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

(u) "**Support Agreement**" means any Software Support Agreement that may be entered into between the parties.

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

(w) "**Use**" of the Software means the loading, execution, employment, utilization, storage and/or display of any one or more of the Software programs (in whole or in part) on the Equipment, by the Licensee solely for its own operational business purposes in accordance with the Software License for a period of thirty (30) days or more

(x) "**User Restriction**" means any Software user restriction identified in a Customer 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 Software. Infor either owns all right, title and interest to, or has the right to license, the Software.

3. License. Subject to the terms and conditions of this Agreement and the applicable Customer Order Form(s), Infor grants Licensee a perpetual (unless otherwise specified on the Customer Order Form), non-exclusive, non-transferable, non-sub licensable license to use the object code version of the Software (including any updates, enhancements or modifications to such Software that Infor provides under the Support Agreement) on the Equipment for Licensee's own, internal computing operations. The computer-readable media containing the Software 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. The only right that the Licensee obtains to the Software is the right of Use in accordance with this Agreement. This Agreement does not convey to Licensee any proprietary rights, either in the Software or in any other Confidential Information. The Licensee hereby agrees and acknowledges that all right, title and interest to the Software and the Confidential Information, and the sole right to grant licenses to use the Software shall, at all times, remain solely and exclusively vested in Infor or the Third-Party Provider, as the case may be. Any other rights not expressly granted in this Agreement are expressly reserved. Licensee also has the right to use the Software, in Object Code form temporarily on the Equipment, for disaster recovery of Licensee's computer operations (i.e., loaded on a separate, non-production server).

(a) **Documentation.** Except as otherwise provided in the applicable Customer Order Form, Licensee may make a reasonable number of copies of the Documentation for each Software application licensed hereunder for Licensee's internal use in accordance with the terms of this Agreement.

(b) **Additional Restrictions on Use of the Software.** Licensee's use of the Software is subject to any User Restrictions specified in the applicable Customer Order Form. Except as required under applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Software. Licensee is prohibited from using the Software to provide service bureau or data processing services or to otherwise provide data processing services to third parties (including, without limitation, Licensee's affiliates that are not expressly licensed hereunder). Licensee will not allow the Software to be used by, or disclose all or any part of the Software 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 Software and Licensee will neither export or re-export, directly or indirectly, the Software, nor any direct product thereof in violation of such laws, or use the Software for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code ("**Key**") may be required to operate the Software Licensed hereunder. Any such Key may prevent the Software from operating (i) on any configuration other than

the Equipment or (ii) for more than the maximum number of users specified in the applicable Customer 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 Software and Documentation. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Software or Documentation.

(d) **Notice.** To use any of the Software, 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 Infor Software application. If the Customer Order Form grants Licensee a license to use Source Code for a particular Infor Software application, then Licensee has the limited right to use such Source Code to modify such Infor Software for its own, internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for any Infor Software application 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 Infor Software ("**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 Customer 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 Customer Order Form, the Delivery Date shall not be later than thirty (30) days after the Customer Order Form Date.

5. **Payment and Taxes.**

(a) **Payment.** Infor will invoice Licensee for the delivered Software, hardware and any services performed and Licensee shall pay each such invoice within forty-five (45)

days of the date of the invoice as permitted under F.S. 218.70, *et seq* (Local Government Prompt Payment Act).

(b) **Taxes and Shipping Charges.** Unless exempt, 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 Software, any services provided and payments made under this Agreement and any applicable Customer Order Form. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Customer Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due upon Licensee's receipt thereof. If Licensee is a tax-exempt organization, Infor reserves the right to require reasonable evidence of such exemption as a condition to waiving collection of taxes from Licensee.

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

(a) **Limited Software Warranty by Infor and Remedy For Breach.** Infor warrants the Software licensed to Licensee will operate in substantial compliance with the current Documentation 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 the foregoing warranties shall be to repair or replace the Software giving rise to the breach of warranty. If Infor is unable repair or replace such Software 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 warranty. 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 SOFTWARE 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 SOFTWARE, 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, in whole or in part, caused by: (i) any modification of the Software; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Software; or (iii) the use or combination of the Software 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 (including no 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 Software for which Licensee is changing User Restrictions (e.g., without limitation, adding users) under a Customer 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 Software OR SERVICE UNDER THIS AGREEMENT.

(e) HIGH RISK ACTIVITIES. THE SOFTWARE IS NOT FAULT-TOLERANT AND IS 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 Software IN SUCH APPLICATIONS.

7. Confidential Information. Subject to the provisions of Ch. 119 F.S. and 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 Software and any software programs provided with the Software, 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 Software and any software programs provided with the Software, including all algorithms, methods, techniques, code and processes revealed therein, as confidential will survive in perpetuity. Infor acknowledges that Licensee is subject to Ch. 119 F.S. In the event that Licensee receives a request for disclosure of any Infor information or materials, Licensee will promptly provide Infor notice of such request

for information so that Infor may avail itself of any opportunities to prevent disclosure, to the extent Infor deems necessary, in accordance with applicable law. Should Infor be unable to prevent disclosure in accordance with applicable laws and procedures, then Licensee may release such information without penalty or liability, but only to least extent required under applicable law.

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 Software 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 Software; or (b) the use or combination of the Software with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Software 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 Software under the terms of this Agreement; (B) replace the Software with products that are substantially equivalent in function, or modify the Software 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 Software 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 Software. 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 a Customer 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 Customer 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 Customer Order Forms hereunder) immediately on 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 Software, and will promptly return to Infor or (at Infor's request) destroy all copies of the Software, 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 Public Sector, Inc. Attention: General Manager & Vice President, 3501 East Frontage Road, Suite 350, Tampa, Florida 33607, USA, FAX: (678) 393-5397 with a concurrent copy to Infor Global Solutions, Attention: General Counsel, 40 General Warren Boulevard, Suite 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

11. Force Majeure. Except with respect to the payment obligations 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 Software by or for benefit of any third party, pursuant to or in connection with 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 Florida, 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 PROVIDERS IN CONNECTION WITH THE SOFTWARE, 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 CUSTOMER ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE SOFTWARE GIVING RISE TO THE LIABILITY.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY PROVIDERS 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 Software.

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 Customer Order Form. 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 the Software 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 and subsequent Customer Order Forms), 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 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, together with the Customer Order Forms entered into from time to time hereunder, 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 (other than a mutually executed and delivered Customer Order Form) 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. 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 Customer Order Forms entered into pursuant hereto may be signed in counterparts.

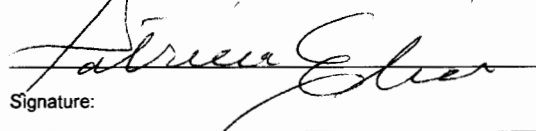
20. U.S. Government Restricted Rights. The Software and associated hardware and documentation are provided with RESTRICTED RIGHTS. With respect to any acquisition of the Software by or for any unit or agency of the United States Government ("**Government**"), the Software shall be classified as "commercial computer software," as that term is defined in the applicable provisions of the Federal Acquisition Regulation ("**FAR**") and supplements thereto, including the Department of Defense ("**DoD**") FAR Supplement ("**DFARS**"). The Software was developed entirely at private expense and no part of the Software was first produced in the performance of a Government contract. If the Software is supplied for use by DoD, the Software is delivered subject to the terms of this Agreement and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a) or (ii) with restricted rights in accordance with DFARS 252-227-7013 (Nov. 1995), as applicable. If the Software is supplied for use by Government agency other than DoD, the Software is restricted computer software delivered subject to the terms of this Agreement and (i) FAR 12.212; (ii) FAR 52.227-19; or (iii) FAR 52.227-14, as applicable. The contractor/manufacturer is Infor Public Sector, Inc., 3501 East Frontage Road, Suite 350, Tampa, Florida 33607, USA.

21. Non-Appropriation: In the event the Licensee is a governmental or quasi-governmental agency and is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source lawfully available to it for such purposes to continue installment purchase payments for equipment or software covered by this Agreement, the Licensee shall promptly notify Infor in writing and following such notice, this Agreement automatically shall terminate, without penalty, at the end of the current fiscal period for which funds have been allocated and equipment or software will be returned to Infor. Such termination shall not constitute an event of default under any other provision of this Agreement, but the Licensee shall be obligated to pay all charges incurred through the end of such fiscal period. The Licensee shall give Infor written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability. Notwithstanding the foregoing, these provisions shall not authorize the Licensee to terminate this Agreement in order to acquire functionally equivalent equipment and/or software from a third party. Further, the Licensee covenants that agency funds restored for functionally equivalent equipment and/or software within six months of such a termination shall be used to procure substitute equipment and/or software from Infor, if the price has not been increased and all other terms remain the same or, at the Licensee's sole discretion, are waived.

The undersigned parties have executed this Software License Agreement, effective as of the later of the dates signed below and agree to be bound by its terms. Each of the undersigned parties represents and warrants that the undersigned signatories is an authorized signatory and authorized to bind the party to the terms of this Agreement.

Accepted and Agreed as of the later of the signature dates set forth below (the "**Effective Date**"):

Infor Public Sector, Inc.


Signature: _____

Printed Name: Patricia Elias

Title: Associate General Counsel

Address: 3501 East Frontage Road, Suite 350

Address: Tampa, FL 33607

Signature Date: 3/19/2013

**LICENSEE: Pinellas County, a political subdivision
of the State of Florida**

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____