



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 Hansen Information Technologies, an Infor company ("Infor") and City of Franklin ("Licensee") with an effective date of May 27, 2010 (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"). 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 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.

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: **May 27, 2010** (the "Order Form Date")

I. Component Systems

	Part # (if applicable)	Component System Upgrade from Hansen 7 to Hansen 8	User Restriction*		Support Add-on**
			Quantity	Type	
1	H8CS	Hansen 8 - Customer Service	40	Concurrent Seats	
2	H8AF	Hansen 8 - Fleet	13	Concurrent Users	
3	H8AP	Hansen 8 - Plant	13	Concurrent Users	
4	H8APC	Hansen 8 - Parks	4	Concurrent Users	
5	H8AS	Hansen 8 - Sewer	6	Concurrent Users	
6	H8AT	Hansen 8 - Storm	5	Concurrent Users	
7	H8AE	Hansen 8 - Street	7	Concurrent Users	
8	H8AW	Hansen 8 - Water	12	Concurrent Users	
9	H8WM	Hansen 8 - Work Management	60	Concurrent Users	
10	H8AIC	Hansen 8 - Inventory Control	60	Concurrent Users	
11	H8PO	Hansen 8 - Purchasing	60	Concurrent Users	
12	H8GGS	Hansen 8 - GeoAdministrator	2	Concurrent Users	
13	H8MD	Hansen 8 - Map Drawer	1	Server	
14	HDYP-CS	Hansen 8 - Dynamic Portal - Customer Service	1	Server	
15	H8CDR	Hansen 8 - CDR Bundle	23	Concurrent Users	
16	H8CM	Hansen 8 - Cashiering	4	Concurrent Users	
17	HDYP-P	Hansen 8 - Dynamic Portal - Permit	1	Server	
			Total License Fee: Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Infor		

	Part # (if applicable)	New Component System	User Restriction*		Support Add-on**
			Quantity	Type	
1	H8CIS	Hansen 8 – CIS Billing	1	Server	
2	H8AWMM	Hansen 8 – Water Meter Management	1	Server	
3	H8SWMM	Hansen 8 – Solid Waste Container Management	1	Server	
4	HDYP-UB	Hansen 8 – Dynamic Portal – Billing	1	Server	
5	H8BWS	Hansen 8 – Billing Web Services	1	Server	
6	H8CWS	Hansen 8 – CDR Web Services	1	Server	
7	H8AWS	Hansen 8 - Asset Web Services	1	Server	
8	H8CC	Hansen 8 – Call Center	1	Concurrent User	
					Total License Fee: \$217,500.00

If specified in the User Restriction field:

“Named Users” allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; “Concurrent Users” allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System. The Licensee agrees to assign to each Named or Concurrent User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

** Selected option in addition to standard Support.

II. Support services

Annual Support Fee for Upgraded License and New License : \$131,538.58

Annual Escalation Percentage Cap: 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

Initial Term of Support: 5/27/2010 through 7/31/2011

Fee for Initial Term of Support*: \$142,588.19**

Other Fees:

Total Amount Due (before applicable taxes): \$360,088.19

Payment is due within 30 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 _____ Model: _____
 Operating System _____ DBMS: _____
 Location: Same as delivery
 Serial Number: _____

Licensee Account ID: 372268

Sales Rep ID: _____
Sales Rep Name: Garrett Sizer

Delivery Address:

City Hall
 109 3rd Avenue South
 Franklin, TN 37064

- Contact Name: Fred Banner
 Director CIO/IT
 - Contact Title: Municipal Information Technology
 - Contact Phone: 615-550-6613
 - Contact email: fredb@franklin-gov.com

Financing Company

Invoice Address (if applicable): EBA, Inc.
 8370 Hurakan Creek Crossing
 Cumming, GA 30028

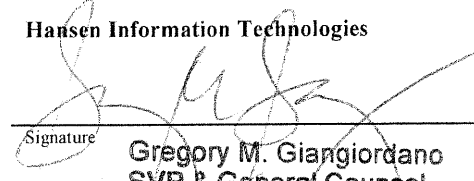
- Contact Name: Gerald Misurek
 - Contact Title: President
 - Contact Phone: 770.205.6055
 - Contact email: gmisurek@ebainc.com

Delivery is FOB Shipping Point.

Licensee confirms that Financing Company shall pay on Licensee's behalf the Total Amount Due specified above and directs Infor to issue an invoice to Financing Company for such payment. Licensee confirms that it shall remain responsible for all fees due hereunder and agrees that if the Financing Company does not remit full payment of the Total Amount Due within thirty (30) days of the date of invoice, then Licensee shall remit full payment of such amount to Infor without delay. Failure of Financing Company to pay all, or any portion of the Total Amount Due in no way relieves Licensee of its obligation to pay all amounts due. Invoices for all applicable taxes and for Support Fees due for any renewal period of Support shall be sent directly to Licensee and shall be paid by Licensee within thirty (30) days of the date of invoice.

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

For: **Hansen Information Technologies**

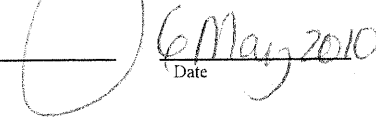


Signature

Gregory M. Giangliordano
SVP & General Counsel

Typed or Printed Name

Title



Date

For: **City of Franklin**
(Legal Name of LICENSEE)

Signature

Typed or Printed Name

Title

Date

Attest:

By: _____

Printed Name: _____



Services Work Order

This Services Work Order ("Work Order" or SOW) is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between Infor and Licensee with an Effective Date of _____ (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. This Work Order may also constitute an "Engagement Authorization" as such term may be used in the Services Agreement.

Licensee	City of Franklin, TN
Effective date of this Work Order (the Work Order Date)	
Work Order Number	Franklin No. #001
Prepared by	Kent Bradford
Approved by	Scott Pape
Project Name	Hansen 8 Utility Billing Implementation
Objective	Provide Infor Consulting Services to the City of Franklin, TN in support of the implementation / training of Hansen 8 – Utility Billing.

Project Scope

Infor's role is to provide project direction, guidance, assistance and subject matter experience to Licensee for the implementation of Hansen 8 – Utility Billing. Infor will guide Licensee through the tasks indicated below as directed / requested by Licensee.

- Project Management
- Installation
- Project Initiation/Plan Project
- Product Training – Subject Matter Experts (SME)
- Software Design Assistance
- Software Build Assistance
- Software Testing Assistance
- Software Deploy Assistance
- Dynamic Portal Implementation Assistance

Project Deliverables

Infor will provide consulting services for the purpose of supporting assisting, training and advising Licensee for implementing Hansen 8 – Utility Billing as outlined in the Services Fee Estimates below.

- 2484 Hours of Application Consulting, Technical Consulting and Project Management in support of the Hansen 8 Implementation as outlined in Project Scope. Services provided are on a time and material basis at the direction from Licensee.

Project Assumptions

- The work performed in support of the implementation will be billed on a **time and material basis**. Meaning, if opportunities do surface for Infor to accelerate the implementation process because certain tasks do not take as long as originally estimated, then we will move ahead with the subsequent tasks as we are able and the project will be delivered in less time and at less cost than was originally estimated. Similarly, should circumstances arise that causes the project tasks to take longer than anticipated or that cause previously unforeseen tasks to be required, Licensee will be consulted with before any out of scope work is executed.
- The Licensee Project Team will be comprised of personnel representing all functions (maintenance, IT, operations) to ensure that the system setup/configuration meets the needs of the entire organization.
- Licensee Information Technology Resources will be available to assist with the implementation for the duration of the project.
- Licensee will have proper hardware and infrastructure in place before installation task. A failure of on-site task readiness on the part of licensee that impacts the completion of Infor activities could cause delays in the overall project duration.
- Licensee shall provide internal resources at the level necessary to successfully perform the consulting tasks requested.
- Infor personnel will be provided with secure, remote access into Licensee's Information system. Licensee retains the right to establish, limit, supervise, control, terminate, and manage the security of this remote connection in accordance with Licensee's security practices and policies.

- No specific dates have been agreed upon for this implementation. Specific dates will be designated by the Infor and Licensee as designated by Licensee's Project Manager.
- Infor will assist Licensee with resource scheduling and budget monitoring, however, Licensee has opted to be responsible for all other project management activities. This includes, but is not limited to, maintaining the project plan and schedule, directing all project resources, maintaining the project issues list, developing risk mitigation strategies, and managing project objectives. If during the project, the Licensee project manager elects to allocate more Infor services hours than those estimates set forth in this Work Order, the additional services hours will be added to this agreement through a change order document and process, and will result in additional fees as stated on such change order.
- Other Charges: Outside services, equipment, and facilities not furnished directly by Infor will be billed at cost and may include, but not be limited to, the following:
 - Meals will be charged based on actual receipts.
 - Airfare
 - Lodging
 - Printing and photographic reproduction
 - Rental of equipment and vehicles
 - Shipping and Supplies
 - Transportation on public carriers
 - Bonds required by project or Licensee

Project Exclusions

- Infor will not be liable for any system deficiencies or errors which result from the action(s) of the Licensee.
- Additional work beyond the Services Fee Estimates outlined below will require an additional Work Order should Licensee wish Infor to address them.
- Hansen Version 7.x to Hansen Version 8.x Migration of existing Asset and CDR modules

Infor Responsibilities

Provide consulting expertise and services to assist Licensee in the completion of internal initiatives related to the implementation Hansen 8 – Utility Billing

Licensee Responsibilities

Licensee should provide the following:

- A dedicated Licensee Project Manager will be assigned to the project to work collaboratively with the Infor project team.
- The Core Project Team will be comprised of personnel from all functions to ensure that the system configuration and to-be system processes meet the needs of the entire organization.
- Licensee Information Technology Resources will be available to assist with the implementation for the duration of the project.
- Licensee will have proper hardware and infrastructure in place before installation task. A failure of on-site task readiness on the part of Licensee that impacts the completion of Infor activities could cause delays in the overall project duration.
- Project Team Work Space: The Licensee should provide two (2) workspaces that will allow the Infor Project Team to facilitate interaction with the Licensee Teams for the duration of the project. The work space should be outfitted with standard office accommodations, such as, standard size desks and chairs, the ability to connect to a laser printer, internet access, desktop phones, access to a copier and fax.
 - The project team will need two (2) lab workstations available for configuration and testing phase of the project.
 - Licensee should provide access to conference rooms that can be reserved for the project throughout the duration of the project as needed. This arrangement will facilitate both planned meetings and spontaneous group discussions and reduce the interruptions to other members of the Project Management Teams.
- Training Facility: The facility should contain student workstations connected to Client's network, as well as an instructor's workstation. In addition, the facility will contain a digital LCD projector with a 1024 X 768 resolution that is connected to the instructor's workstation, a white board and a networked laser printer.

Service Fee Estimate

Resource/Activity/Task	Estimated [Hours/Days]	[Hourly/Daily] Rate	Estimated Fee
Project Management	315 Hours	\$187.50 / hour	\$59,063
Product Installation	24 Hours	\$187.50 / hour	\$4,500
Project Initiation/Plan Project	24 Hours	\$187.50 / hour	\$4,500
Product Training	132 Hours	\$187.50 / hour	\$24,750
Software Design Assistance	864 Hours	\$187.50 / hour	\$162,000
Software Build Assistance	434 Hours	\$187.50 / hour	\$81,375
Software Testing Assistance	93 Hours	\$187.50 / hour	\$17,438

Software Deploy Assistance	398 Hours	\$187.50 / hour	\$74,625
Dynamic Portal Implementation Assistance	200 Hours	\$187.50 / hour	\$37,500
	2484 Hours		\$465,750

Estimated time and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly.

All services are provided on a time and materials basis and are billed monthly. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables.

Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at one-half the normal rate.

Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

LOCATIONS

Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

Licensee Site Addresses

PAYMENT

Invoices MUST be mailed to:

Company Name: The City of Franklin, TN
 Contact Name: Fred Banner
 Address: 109 3rd Avenue south
 Address: Franklin, TN 37065
 Phone: 615-550-6613

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. Services fees related to training are payable in advance, and Licensee will be invoiced by Infor for such training upon receipt of this Work Order. Licensee will pay each Infor invoice within thirty (30) days of the date of invoice.

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

Infor Global Solutions (Michigan), Inc.

LICENSEE: The City of Franklin, TN

Signature:

Signature :

Printed Name:

Printed Name:

Title:

Title:

Address:

Address:

Address:

Address:

Signature Date:

6 May 2010

Signature Date:

Phone:
Email Address:

Contact for this project if different from above:

Printed Name:
Title:
Address:
Phone:
Email Address:

Attest:

By: _____

Printed Name: _____

SERVICES ENGAGEMENT SET UP – INTERNAL USE ONLY

Engagement Manager:

CLARITY USERS

Time Approver:

Alternate Approver:

Item Class:

Product:

CHANGEPOINT USERS

Expense & Alternate Approver:

Customer Acct #:

RHQ/Business Unit:

Customer Type:

Billing Office:

Region/Vertical:

Location State (Work Performed):

Item Class:

Product:

INFOR™**SOFTWARE LICENSE AGREEMENT**

AGREEMENT NUMBER: _____

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between Hansen Information Technologies, an Infor Company ("Infor") and City of Franklin, TN ("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.

(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 to 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 or 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: _____

Hansen Information Technologies

Signature: _____
Printed Name: Gregory M. Giangliordano
Title: SVP & General Counsel
Address: _____
Address: _____
Signature Date: 6 May 2010

LICENSEE: City of Franklin, TN

Signature: _____
Printed Name: _____
Title: _____
Address: _____
Address: _____
Signature Date: _____

Attest:

By: _____
Printed Name: _____



SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Services Agreement") is made between Hansen Information Technologies, an Infor Company ("Infor") and City of Franklin, TN ("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: _____

Hansen Information Technologies

Signature: _____

Printed Name: **Gregory M. Giangiordano**
SVP & General Counsel

Title: _____

Address: _____

Address: _____

Signature Date: 6 May 2010

LICENSEE: City of Franklin, TN

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

Attest:

By: _____

Printed Name: _____

INFOR™

SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER:

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between Hansen Information Technologies, an Infor Company ("Infor") and City of Franklin, TN ("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: _____

Hansen Information Technologies

Signature: _____

Printed Name: Gregory M. Giangiordano
SVP & General Counsel

Title: _____

Address: _____

Address: _____

Signature Date: 6 May 2010

LICENSEE: City of Franklin, TN

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

Attest:

By: _____

Printed Name: _____

ADDENDUM TO SOFTWARE LICENSE AGREEMENT

This Addendum to Software License Agreement ("Addendum"), effective as of _____, 2010, amends the Software License Agreement entered into in connection with this Addendum on or about the same date as this Addendum between City of Franklin, TN ("Licensee") and Hansen Information Technologies, an Infor Company ("Infor") (the "License Agreement"). In case of any conflict between the License Agreement and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise expressly modified herein, all terms and conditions of the License Agreement shall remain in full force and effect.

The parties agree as follows:

1. Subsection 1(c) of the License Agreement is deleted and replaced in its entirety with the following:

(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; or (v) information that the Recipient may be required to disclose pursuant to subpoena or other lawful process, provided that the Recipient notifies the Discloser in a timely manner to allow the Discloser to appear and protect its interests in accordance with Section 7 below, and such disclosure complies with applicable law.

2. Subsection 3(e) of the License Agreement is deleted and replaced in its entirety with the following:

(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. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work; however, Licensee agrees that such driver or plug-in will only be used by Licensee for its internal business purposes. Linking to a library in the way it was designed to be interfaced with, does not constitute deriving a work. "Derivative work" is not the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom. 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.

3. A new subsection 3(f) is added to the license agreement as follows:

(f) Data. Proprietary rights do not extend to the data created by the Licensee's users of the Component Systems; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in Licensee at the moment of creation and Licensee shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation.

4. Subsection 5(a) of the License Agreement is deleted and replaced in its entirety with the following:

(a) Payment. Licensee will pay Infor all license fees (as specified on an Order Form) within thirty (30) days of the Order Form Date and all invoices within thirty (30) 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.

5. **Subsection 5(b) of the License Agreement is amended to add the following additional text to the end of such Subsection 5(b):**

"Licensee represents and warrants that it is a municipality located in Franklin, Tennessee and that it is exempt from Tennessee sales and use tax on its purchases. Provided that Licensee provides Infor with such reasonable supporting documentation as is requested by Infor evidencing Licensee's tax exempt status, no such charges for Tennessee sales and use taxes will apply."

6. **Subsection 6(a) of the License Agreement is deleted and replaced in its entirety with the following:**

(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 six (6) months from the Effective 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 six (6) months from the Effective 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 to 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.

7. **Section 7 of the License Agreement is amended to add the following additional text to the end of such Section 7:**

"Licensee may be required to disclose documents containing Infor Confidential Information under state or federal law. Licensee shall immediately notify Infor if a request for documents has been made and shall give Infor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other Infor Confidential Information, or responding in such other manner as Infor may choose. In exchange, Infor agrees to indemnify, defend, and hold harmless Licensee for any claims by third parties to the extent resulting from (i) the Licensee's failure to disclose such proprietary or Confidential Information as directed by Infor's General Counsel in writing that were required to be disclosed by law, or (ii) the Licensee's release of documents to the extent Licensee relied upon Infor's General Counsel's written representation that materials supplied by Infor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the Licensee impleads Infor, Infor assumes control over that claim, and Licensee cooperates with Infor to facilitate the settlement or defense of the claim."

8. **Section 11 of the License Agreement is deleted and replaced in its entirety with the following:**

11. **Force Majeure.** 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. Notwithstanding the foregoing, Licensee shall continue to pay all fees due under this Agreement to the extent it is not prevented from doing so by the Force Majeure event; in which case, Licensee shall pay the fees as soon as reasonably practicable given the nature of the Force Majeure event.

9. **Section 14 of the License Agreement is deleted and replaced in its entirety with the following:**

14. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Tennessee, 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.

10. **Section 18 of the License Agreement is deleted and replaced in its entirety with the following:**

18. **Miscellaneous.** 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.

The foregoing terms and conditions are accepted and agreed by the following authorized representatives of the parties:

Hansen Information Technologies

By _____
Printed Name **Gregory M. Giangjordano**
SVP & General Counsel
Title _____
Date 6 May 2010

City of Franklin, TN

By _____
Printed Name _____
Title _____
Date _____

Attest:

By _____
Print Name _____

ADDENDUM TO SOFTWARE SERVICES AGREEMENT

This Addendum to Software Services Agreement ("Addendum"), effective as of _____, 2010, amends the Software Services Agreement entered into in connection with this Addendum on or about the same date as this Addendum between City of Franklin, TN ("Licensee") and Hansen Information Technologies, an Infor Company ("Infor") (the "Services Agreement"). In case of any conflict between the Services Agreement and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise expressly modified herein, all terms and conditions of the Services Agreement shall remain in full force and effect.

The parties agree as follows:

1. Subsection 2(b) of the Services Agreement is deleted and replaced in its entirety with the following:

(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; (iv) is independently developed by the Recipient without access to Confidential Information or (v) information that the Recipient may be required to disclose pursuant to subpoena or other lawful process, provided that the Recipient notifies the Discloser in a timely manner to allow the Discloser to appear and protect its interests in accordance with Section 5 below, and such disclosure complies with applicable law.

2. Subsection 3(a) of the Services Agreement is deleted and replaced in its entirety with the following:

(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 in accordance with Infor's then current travel policy 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 thirty (30) 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.

3. Subsection 3(b) of the Services Agreement is amended to add the following additional text to the end of such Subsection 3(b):

"Licensee represents and warrants that it is a municipality located in Franklin, Tennessee and that it is exempt from Tennessee sales and use tax on its purchases. Provided that Licensee provides Infor with such reasonable supporting documentation as is requested by Infor evidencing Licensee's tax exempt status, no such charges for Tennessee sales and use taxes will apply."

4. Subsection 4(a) of the Services Agreement is deleted and replaced in its entirety with the following:

(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 six (6) months 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).

5. Section 5 of the Services Agreement is amended to add the following additional text to the end of such Section 5:

"Licensee may be required to disclose documents containing Infor Confidential Information under state or federal law. Licensee shall immediately notify Infor if a request for documents has been made and shall give Infor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other Infor Confidential Information, or responding in such other manner as Infor may choose. In exchange, Infor agrees to indemnify, defend, and hold harmless Licensee for any claims

by third parties to the extent resulting from (i) the Licensee's failure to disclose such proprietary or Confidential Information as directed by Infor's General Counsel in writing that were required to be disclosed by law, or (ii) the Licensee's release of documents to the extent Licensee relied upon Infor's General Counsel's written representation that materials supplied by Infor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the Licensee impleads Infor, Infor assumes control over that claim, and Licensee cooperates with Infor to facilitate the settlement or defense of the claim."

6. Section 8 of the Services Agreement is deleted and replaced in its entirety with the following:

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.

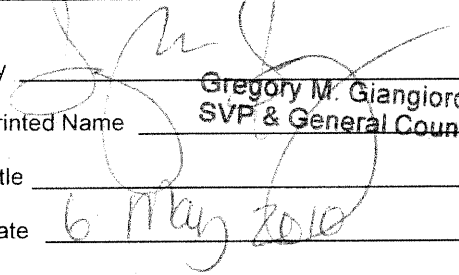
7. Section 11 of the Services Agreement is deleted and replaced in its entirety with the following:

11. Choice of Law; Severability. This Services Agreement will be governed by and construed under the laws of the State of Tennessee, 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.

The foregoing terms and conditions are accepted and agreed by the following authorized representatives of the parties:

Hansen Information Technologies

City of Franklin, TN

By  _____
Printed Name Gregory M. Giangjordano
SVP & General Counsel
Title _____
Date 6 May 2010

By _____
Printed Name _____
Title _____
Date _____

Attest
By: _____
Printed Name: _____

ADDENDUM TO SOFTWARE SUPPORT AGREEMENT

This Addendum to Software Support Agreement ("Addendum"), effective as of _____, 2010, amends the Software Support Agreement entered into in connection with this Addendum on or about the same date as this Addendum between City of Franklin, TN ("Licensee") and Hansen Information Technologies, Inc. ("Infor") (the "Support Agreement"). In case of any conflict between the Support Agreement and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise expressly modified herein, all terms and conditions of the Support Agreement shall remain in full force and effect.

The parties agree as follows:

- 1. Subsection 4(c) of the Support Agreement is amended to add the following additional text to the end of such Subsection 4(c):

"Licensee represents and warrants that it is a municipality located in Franklin, Tennessee and that it is exempt from Tennessee sales and use tax on its purchases. Provided that Licensee provides Infor with such reasonable supporting documentation as is requested by Infor evidencing Licensee's tax exempt status, no such charges for Tennessee sales and use taxes will apply."

- 2. Subsection 4(b) of the Support Agreement is deleted and replaced in its entirety with the following:

(b) Additional Costs. Licensee will reimburse Infor in accordance with Infor's then current travel policy 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.

- 3. Subsection 4(d) of the Support Agreement is deleted and replaced in its entirety with the following:

(d) Invoices and Late Charges. Licensee will pay each Infor invoice within thirty (30) 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.

- 4. Section 5 of the Support Agreement is deleted and replaced in its entirety with the following:

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 must be renewed annually for 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.

The foregoing terms and conditions are accepted and agreed by the following authorized representatives of the parties:

Hansen Information Technologies

City of Franklin, TN

By _____

By _____

Name Printed Gregory M. Giangjordano

Name Printed _____

SVP & General Counsel

Title _____

Title _____

Date 6 May 2010

Date _____

Attest:

By _____

Print Name _____

