

Contract Abstract

Contract Information

Contract & Solicitation Title: Asset Management software licensing, support, and maintenance

Contract Summary: Contractor agrees to provide Asset Management software licensing, support, and maintenance

Contract Number: 6528931 Solicitation Number: N/A Requisition Number: SS2023042

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): No

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 5/29/2025 Estimated Expiration Date: 5/28/2030 Contract Term: 60 Months

Estimated Contract Life Value: \$1,053,287.71 Fund:* 67331 BU:* 65555030

(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: Water Services Department(s) Served: Water Services

Prime Contractor Information

Prime Contracting Firm: Infor (US), LLC ISN#: 17005

Address: 13560 Morris Rd, Ste 4100 City: Alpharetta State: GA Zip: 30004

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Shawwna Wagner Email Address: shawwna.wagner@infor.com Phone #: 470-481-5238

Prime Contractor Signatory: Edward Foley Email Address: edward.foley@infor.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<u>Infor (US), LLC</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<u>Select from the Following:</u>

Contract 6528931

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Infor (US), LLC (CONTRACTOR)** located at **13560 Morris Rd, Ste 4100, Alpharetta, GA 30004**, resulting from an approved sole source form signed by Metro's Purchasing Agent (included herein by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A – Renewal Form*
 - *Exhibit B – Software License Agreement*
 - *Exhibit C – MISA Terms and Conditions*
 - *Exhibit D – Software Services Agreement*
 - *Exhibit E - Affidavits*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Asset Management software licensing, support, and maintenance for Metro Water Services.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") of May 29, 2025, or when this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs. This Contract Term will end sixty (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$1,053,287.71. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

Contract 6528931

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 45 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 45 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION**5.1. Breach**

Should CONTRACTOR breach any of the terms of this Contract and fail to timely cure such breach in accordance with the provisions of Section 6 the "Software Services Agreement" (Exhibit D) and Section 8 of the "Software License Agreement" (Exhibit B), attached hereto, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR..

5.2. Lack of Funding

Contract 6528931

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR, provided however, that CONTRACTOR shall be paid for all services provided prior to the effective date of such termination. METRO covenants that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under the Contract, and use its best efforts and take all steps to cause such appropriations to be made.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work providing Support and METRO shall pay to CONTRACTOR the amount due.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required including METRO as additional insured and identifying Contract number on the ACORD document.

7.2. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

Contract 6528931

7.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

7.5. Technological Errors and Omissions Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage (excluding workers' compensation) shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

METRO shall not be responsible for any taxes for which METRO has provided a valid exemption certificate. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO. To the extent that METRO provides CONTRACTOR with a valid tax-exempt certificate, METRO shall not be charged for any such taxes for which METRO is exempt.

8.2. Warranty

CONTRACTOR agrees to the warranty described in Exhibit D (Software Services Agreement) and Exhibit B (Software License Agreement)

8.3. Software License

CONTRACTOR warrants and represents as described in Exhibit B (Software License Agreement).

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

Contract 6528931

CONTRACTOR is not responsible for breach since this is an on-premises environment.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants as described in Section 5 C of Exhibit B (Software License Agreement).

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and give CONTRACTOR authority to defend or settle the suit or claim, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action at its own expense. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise requiring a financial contribution from METRO or otherwise imposing an action by METRO shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing;
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

Contract 6528931

8.10. Monitoring

CONTRACTOR is not responsible for monitoring since this is an on-premises environment.

8.11. METRO Property

CONTRACTOR will not have access to any METRO property since this is an on-premises environment.

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Israel Anti-Boycott Act

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

8.19. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.20. Ethical Standards

Contract 6528931

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.21. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the grossly negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO provided, however, CONTRACTOR may transfer the Contract in connection with a merger, reorganization, sale or transfer of all or substantially all of the assets of CONTRACTOR or its applicable operating subsidiary or division.. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (Preferred Method)

OR

METRO'S PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Contract 6528931

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number: **6528931**

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **Infor US, LLC**

Attention: **Shawwna Wagner**

Address: **13560 Morris Rd. Ste 4100, Alpharetta, GA 30004**

Telephone: **470-481-5238**

Fax: **N/A**

E-mail: **shawwna.wagner@infor.com**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **United Agent Group, Inc.**

Attention: **UAG Processes**

Address: **205 Powell Place, Brentwood, TN 37027**

Email: **process@unitedagentgroup.com**

[SPACE INTENTIONALLY LEFT BLANK]

Notices & Designations
Department & Project Manager

Contract Number	6528931
------------------------	---------

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Water Services
Attention	Stephanie Belcher
Address	1600 2nd Ave N Nashville, TN 37208
Telephone	615-862-4513
Email	stephanie.belcher@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Scott McPencow
Title	Information Services Division Manager
Address	1700 3rd Ave N Nashville, TN 37208
Telephone	615-405-2619
Email	scott.mcpencow@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6528931

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Scott Potter TV
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Dennis Rowland Sec
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennene Reed/MAL AL
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd B
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Infor (US) LLC
Company Name

Edward Foley
Signature of Company's Contracting Officer

Edward Foley
Officer's Name

Manager, Infor Subscription Services
Officer's Title



Renewal Form
Agreement ID: ICMRF_4527
Opportunity ID: OP-10049909
Quote ID: SQB478237_1

Infor Entity ("Infor"): Infor (US), LLC
Customer ("Customer" or "Licensee"): The Metropolitan Government of Nashville

This Renewal Form (the "Renewal Form") is for a renewal of Support for the Software specified herein previously ordered pursuant to certain order forms between the parties (the "Order Form(s)") under the applicable on-premises license and support agreements between Infor and Customer (collectively, the "Agreement"). All applicable terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Renewal Form control over the terms of the Agreement. Capitalized terms not defined in this Renewal Form are defined in the Agreement. In the event the capitalized terms in this Renewal Form differ from the terminology used in the Agreement, the parties shall apply terms logically.

Effective Date: The date of countersignature by Infor

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

For: Infor (US), LLC	For: The Metropolitan Government of Nashville
_____ (Infor)	_____ (Customer or Licensee)
 <i>Edward Foley</i> _____ Signature	 <i>Scott Potter</i> _____ Signature
Edward Foley _____ Typed or Printed Name	Scott Potter _____ Typed or Printed Name
Manager, Infor Subscription Services _____ Title	Director _____ Title
2/18/2025 5:26 PM EST _____ Signature Date	2/20/2025 6:37 AM PST _____ Signature Date

**Multi-Year Commitment**

Customer: The Metropolitan Government of Nashville
 GL ID: US0AB
 Customer Account ID: 372520

I. The parties agree as follows:

The Renewal Term is **01 July 2025** through **30 June 2030** ("Committed Renewal Term") and applies to the Software set out below. The Committed Renewal Term is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience prior to the end of such Committed Renewal Term. For clarity, renewal means, with respect to subscription Software, that the Subscription Term is renewed, and, for on-premises Software, that Support is renewed.

On-Premises Software:

Line	Location	Product	Use Restriction	Support Level
1	PROD: Nashville	H8AF: Infor Public Sector Suite - Fleet	50 Concurrent Users	XT
2	PROD: Nashville	H8AIC: Infor Public Sector Suite - Inventory Control	10 Concurrent Users	XT
3	PROD: Nashville	H8AP: Infor Public Sector Suite - Plant	50 Concurrent Users	XT
4	PROD: Nashville	H8AS: Infor Public Sector Suite - Sewer	51 Concurrent Users	XT
5	PROD: Nashville	H8AW: Infor Public Sector Suite - Water	50 Concurrent Users	XT
6	PROD: Nashville	H8AWS: Infor Public Sector Suite - Asset Web Services	1 Concurrent Users	XT
7	PROD: Nashville	H8CS: Infor Public Sector Suite - Customer Service	57 Concurrent Users	XT
8	PROD: Nashville	H8GGS: Infor Public Sector Suite - GeoAdministrator	4 Concurrent Users	XT
9	PROD: Nashville	H8PO: Infor Public Sector Suite - Purchasing (Requires Inventory Control)	50 Concurrent Users	XT
10	PROD: Nashville	H8WM: Infor Public Sector Suite - Work Management	57 Concurrent Users	XT

II. Fee for Committed Renewal Term

Fee for the Committed Renewal Term (before applicable taxes):

\$1,053,287.71

Currency: US (Dollar)

III. Payment Terms

Payment Schedule:

Invoice	Fee (before applicable taxes)	Payable by
1	\$ 186,849.46	30 May 2025
2	\$ 198,060.41	30 May 2026
3	\$ 209,944.03	30 May 2027
4	\$ 222,540.68	30 May 2028
5	\$ 235,893.13	30 May 2029

Invoice Address
The Metropolitan Government of Nashville and Davidson County 1700 3rd Avenue, North Nashville TN USA 37208
Scott McPencow 615-862-4711 Scott.McPencow@nashville.gov

IV. Additional Terms

1. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
2. Use Restriction definitions if specified in the Use Restriction field can be found at <https://licensedefinitions.infor.com/>.
3. If Customer fails to pay Infor any portion of the fee for the Committed Renewal Term within thirty (30) days of due date, then, in addition to other remedies Infor may exercise, Customer shall immediately be invoiced for, and shall be obligated to pay to Infor the total fee for the Committed Renewal Term, less any portion of the fee for the Committed Renewal Term previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support or other Subscription Services for the Software, and Customer shall remain fully obligated to pay the Damages.
4. For this Committed Renewal Term for the on-premises Software, the annual escalation percentage increase of 6.00% is included in the foregoing payment schedule. Following this Committed Renewal Term, the annual escalation percentage cap shall be 6.00 % or the then-current year-over-year increase in the Consumer Price Index (CPI), whichever is greater.
5. This Renewal Form is subject to the Infor General Lifecycle Policy. As described therein, additional fees may apply if Mainstream maintenance is no longer available for a product. The policy can be found at <https://www.infor.com/content/analyst/Infor-General-Lifecycle-Policy.pdf/>.
6. Support Level Definitions:

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>. A description of the XTE - Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus>



Exhibit B

Contract 6528931

SOFTWARE LICENSE AGREEMENT

AGREEMENT ID: _____

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is between **Infor (US), LLC** ("Infor") and **The Metropolitan Government of Nashville and Davidson County** ("Customer") and entered as of the last signature date below. The parties agree as follows:

1. Definitions.

"Affiliate" means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where "Control" means the ownership of greater than 50% of such entity's capital stock.

"Applicable Law" means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

"Authorized Users" means employees of Customer and its Affiliates.

"Confidential Information" means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the On Premise Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by Recipient without use of Confidential Information; or (v) is a comment or suggestion about the other party's products or services.

"Defect" means a material deviation between the then current, general release version of the On Premise Software and its Documentation.

"Delivery Date" means the earliest of the date (a) Infor places the On Premise Software with a shipping agent, F.O.B. Shipping Point, for shipment to the delivery address specified in the Order Form, (b) Infor provides Customer electronic access to the On Premise Software by, for example, providing Customer a URL, where the On Premise Software is available for immediate electronic download along with access codes permitting download and access to the On Premise Software, or (c) Customer actually receives the On Premise Software. Infor will electronically deliver per (b) if such method is commercially practicable.

"Discloser" means the party providing Confidential Information to the Recipient.

"Documentation" means the then current Infor provided generally available operating and technical documentation relating to the features, functions and operation of On Premise Software.

"Equipment" means the hardware, software, and/or systems configuration specified in an Order Form, or, in the absence of any such specification, any hardware, software, and/or systems configuration on which the On Premise Software can reasonably be intended or anticipated to be used based on hardware, software, and/or systems configuration as listed in Infor's then currently published Platform Support Guide or Hardware Recommendation Guide.

"Initial Term" means, with respect to Support, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

"Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks, trade secrets, and service marks.

"On Premise Software" means the software programs identified in the applicable Order Form that Customer will install on its Equipment. On Premise Software includes Updates.

"Order Form" means any order form signed by the parties that references this Agreement pursuant to which Customer purchases license rights to On Premise Software and associated Support.

"Order Form Date" means the date identified on the applicable Order Form as the Order Form Date.

"Personal Data" means information that includes any non-public personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection law. Personal Data is a subset of Confidential Information.

“Recipient” means the party receiving Confidential Information of Discloser.

“Renewal Period” means each successive twelve-month period for Support following the Initial Term.

“Support” means (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) providing, when and if generally available, Updates; and (c) using reasonable efforts to correct or circumvent any Defect. Support does not include professional services, including, without limitation, any of configuration, installation or implementation.

“Third-Party Offerings” means products and services that are provided by third parties, interoperate with the On Premise Software, and are licensed under such third parties' own applicable license terms.

“Updates” means generally available updates, enhancements or modifications to the then current, general release version of the On Premise Software that are not separately priced as new products.

“User Restriction” means any limitation on the On Premise Software identified in an Order Form (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

2. License.

a. **License Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the (1) Documentation, or (2) On Premise Software on Customer or Affiliate Equipment at the location(s) specified in the Order Form, in either case (1) and (2) solely for the internal operations of Customer and its Affiliates. Customer may change the location upon notice to Infor. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.

c. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the On Premise Software; (ii) using the On Premise Software to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the On Premise Software or Documentation to be used by, or disclosing all or any part of the On Premise Software or Documentation to, any person except Authorized Users or (iv) violating or circumventing any technological restrictions in the On Premise Software or specified in this Agreement. A special security program or code may be required to operate the On Premise Software, and may prevent it from operating (x) on any configuration other than the Equipment, or (y) for more than the User Restrictions. Third parties are not permitted access to the On Premise Software or Documentation without Infor's consent.

d. **Export Restrictions.** Customer acknowledges the On Premise Software and Support are U.S.-origin and supported from the U.S. in whole or part, and are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the On Premise Software or Support in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

e. **Intellectual Property Rights Notices.** Authorized Users must not remove or alter any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the On Premise Software or Documentation, and must reproduce the unaltered Intellectual Property Rights notice(s) in any copies of the On Premise Software or Documentation.

f. **No Implied Rights.** Any rights not expressly granted in this Agreement are expressly reserved.

g. **Source Code.** If the Order Form expressly grants license rights to Source Code (computer programs written in higher-level programming languages and readable by humans) of any On Premise Software, then Customer's license grant in this Section 2 extends to such Source Code, except the license term will be specified in the Order Form, and Customer is further licensed to make changes to the On Premise Software that change the Source Code or enhancements to the On Premise Software that are made utilizing or incorporating Infor Confidential Information (“Modifications”) and to make a reasonable number of copies of the Modifications in conjunction with the On Premise Software. Infor will own all right, title and interest to the Source Code and all Modifications, even if created without assistance or input from Infor. Customer hereby assigns, and shall cause its permitted subcontractors or consultants to assign, to Infor absolutely all of its rights, title and interest in and to any Modifications together with all Intellectual Property Rights therein. Upon Infor's request, Customer will deliver to Infor a copy (including all documentation related thereto) of all Modifications and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

3. Support. Infor shall have no obligation to Support any On Premise Software installed on anything other than the Equipment, or any On Premise Software that has been modified other than by Infor through Support. If and to the extent required by Infor to provide Support, Customer will provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform Support. Infor has no Support obligations to the extent caused by use or combination of the On Premise Software with any Third Party Offerings other than those specified in Infor's then currently published Platform Support Guide or Hardware Recommendation Guide, or issues resulting from or arising out of professional services performed other than by Infor.

4. Payment and Taxes.

(a) Fees. Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. Support renewal fees are due prior to the commencement of the Renewal Period. Support renewal fees are outlined in Exhibit A (Renewal Form) however if the term on the Renewal Form has ended, Support fees are subject to an annual adjustment to be effectuated by amendment to the contract. In no event can the Renewal term exceed beyond the term of the Master Contract 6528931. Except as otherwise set forth in this Agreement, all payments are non-refundable.

(b) Taxes and Shipping Charges. Customer is responsible, unless Customer provides evidence of tax exemption, for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock) and, for On Premise Software not delivered electronically, for related shipping charges. Applicable tax and shipping amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable tax and shipping amounts.

(c) Invoice Dispute. Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees within 10 days of Customer's receipt of the invoice in writing and in good faith, and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form (the date of receipt of the invoice is the date Infor sends the invoice to such electronic address; if no such electronic address is provided, then the date of receipt of the invoice is the date Infor sends the invoice by the alternative method identified in the Order Form). However, if the parties are unable to resolve such a dispute within 20 days, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

5. Warranties.

a. Limited Software Warranty. Provided Customer is active on Support, Infor warrants the On Premise Software will operate without a Defect for one year after the Delivery Date. Infor warrants the media on which the On Premise Software is delivered will be free of material defects in material and workmanship for a period of 90 days after 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 On Premise Software or media giving rise to the breach within a reasonable period of time. Customer must provide notice to Infor of any warranty claim within the applicable warranty period. Infor must be able to replicate the deviation. If Infor is unable to repair or replace such On Premise Software within a reasonable period of time, Infor may terminate the license rights for that On Premise Software and promptly refund to Customer the fees paid for the On Premise Software giving rise to the warranty claim.

b. No Material Loss in Functionality. Updates will not result in a material loss in key functionality. For clarity, Updates that require a different look and feel, or manner, to achieve similar functionality, or changes to programming language consistent with industry standards, are not a material loss in functionality. Customer's sole remedy with respect to a breach of the foregoing warranty shall be to terminate the license rights for that On Premise Software on written notice to Infor if functionality is not restored (either within that same On Premise Software or through different software available to Customer, at Infor's discretion) within 90 days of notice from Customer (which must be received within 30 days of the Update). In the event of such termination Infor shall promptly refund to Customer (1) the portion of the license fee paid to Infor for the On Premise Software subject to the warranty breach, less a charge for use by Customer based on straight line depreciation assuming a useful life of 5 years, plus (2) the unused portion of Support fees for that On Premise Software paid by Customer. This remedy is not cumulative to the remedy in Section 5(a).

c. Malicious Code. Infor warrants it will use generally accepted industry tools and practices to provide On Premise Software that do not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to modify, delete, damage, deactivate or disable Customer's data within the On Premise Software.

d. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) any modification of the On Premise Software other than by Infor through Support; (ii) issues resulting from or arising out of professional services performed other than by Infor; (iii) Customer's failure to promptly implement changes provided by Infor to correct or improve the On Premise Software; or (iv) the use or combination of the On Premise Software with any Third Party Offerings other than those specified in Infor's then currently published Platform Support Guide or Hardware Recommendation Guide. For clarity, the limited warranty in Section 5(a) shall not restart for (x) Updates or (y) previously licensed On Premise Software for which Customer is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

e. **DISCLAIMER OF WARRANTIES.** TO THE EXTENT PROVIDED BY STATE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE) NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ON PREMISE SOFTWARE OR SUPPORT PROVIDED UNDER THIS AGREEMENT. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THE ON PREMISE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR MEET CUSTOMER'S REQUIREMENTS.

f. **FAILURE OF ESSENTIAL PURPOSE.** THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND

APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. Confidential Information.

a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this Agreement. 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 10 years after termination of any applicable Order Form or Work Order.

b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.

c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.

d. If Applicable Law requires a written agreement setting forth the parties' obligations with respect to Personal Data, Infor's Data Protection Addendum for Customers applies to the processing of Personal Data and is incorporated into the applicable Order Form.

7. Indemnity by Infor.

a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the On Premise Software infringes any Intellectual Property Rights of others, when used by Authorized Users in accordance with this Agreement; or (2) resulting from disclosure of Personal Data in breach of this Agreement to the extent caused by Infor's actions.

b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must in writing grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such action, Customer 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. For clarity, Client cannot be bound by any settlement agreement absent settlement approval from the Metropolitan Council.

c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) any modification of the On Premise Software other than by Infor through Support; (2) Customer's failure to promptly implement changes provided by Infor to correct the On Premise Software; or (3) the use or combination of the On Premise Software with any Third Party Offerings other than those specified in Infor's then currently published Platform Support Guide or Hardware Recommendation Guide.

d. If any On Premise Software is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the On Premise Software per the terms of this Agreement; (2) replace the On Premise Software with software that is substantially equivalent in function, or modify the On Premise Software so that it becomes non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form and refund to Customer (i) the portion of the license fee paid to Infor for the On Premise Software giving rise to the Claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of 5 years, plus (ii) the unused portion of Support fees for that On Premise Software paid by Customer, provided that Customer has returned or (at Infor's request) destroyed and discontinued its use of such On Premise Software. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

a. Term. The term of Support shall (i) begin on the Order Form Date and end on the last day of the Initial Term, unless a longer time period is agreed upon in the Order Form. Following 10 business days' prior written notice, Infor reserves the right to suspend access to Support in the event of any past due Support fees.

b. **Right of Termination.** If either party breaches any material obligation in this Agreement and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination. Notice of an alleged Defect does not constitute notice of material breach for purposes of this Section.

c. **Effect of Termination.** Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the applicable On Premise Software shall immediately terminate. Customer will promptly return to Infor or (at Infor's request) destroy all copies of the On Premise Software, and will certify to Infor in writing that it has done so. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein.

d. **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

9. LIMITATIONS OF LIABILITY.

a. **LIMITED LIABILITY.** TO THE EXTENT PERMITTED BY STATE LAW, EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) AND CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE HEREUNDER, THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) ON PREMISE SOFTWARE WILL NOT EXCEED THE FEES PAID TO INFOR FOR THE ON PREMISE SOFTWARE GIVING RISE TO THE LIABILITY; (2) AND SUPPORT WILL NOT EXCEED THE FEES PAID TO INFOR FOR THE SUPPORT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE SUPPORT GIVING RISE TO THE LIABILITY.

b. **EXCLUSION OF DAMAGES.** TO THE EXTENT PERMITTED BY STATE LAW, EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS THIRD PARTY LICENSORS (IN THE CASE OF INFOR) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.

c. **EXCLUDED LIABILITIES.** THE TERM "EXCLUDED LIABILITIES" MEANS: (I) INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EXCEPT AS RELATED TO CLAUSE (II) FOLLOWING; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) A PARTY'S WILLFUL MISCONDUCT.

d. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 2 TIMES THE FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.

10. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 133 Peachtree Street NE, 24th Floor, Atlanta, GA 30303 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.

11. Force Majeure.

a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist

acts, 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, pandemic, international sanctions, or the threat of any of the foregoing (a "Force Majeure Event").

b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within 15 days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

12. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other's prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.

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, and all related disputes and claims hereto, shall be governed by the laws of the State of Tennessee, without reference to its conflict of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. To the extent permitted by state law, other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief.

15. Audit Rights. Infor may audit the records and systems of Customer to ensure compliance with this Agreement and Order Forms under the confidentiality provisions of this Agreement. Infor will notify Customer in writing at least 10 business days prior to any such audit. Any such audit will be conducted during Customer's regular business hours and will not interfere unreasonably with Customer's business activities. Infor may audit Customer no more than once in any 6 month period. If an audit reveals that Customer is beyond the scope of the license granted herein, then Customer will promptly pay Infor the underpaid license fees therefore and associated fees for Support, based on any valid price option then in effect in the Order Form for additional On Premise Software usage or, if none, Infor's then current rates for such On Premise Software usage.

16. Independent Contractors. Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.

17. Insurance. During the Initial Term and any Renewal Term Infor will maintain insurance coverage as described in Master Contract 6528931.

18. Compliance with Laws. In relation to Support, each party will comply with Applicable Law.

19. Miscellaneous. This Agreement, together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to 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. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

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

Infor (US), LLC

Signature: Edward Foley
Date: 2/18/2025 | 5:26 PM EST
Printed Name: Edward Foley
Title: Manager, Infor Subscription Services

Customer:

Signature: Scott Potter
Date: 2/20/2025 | 6:37 AM PST
Printed Name: Scott Potter
Title: Director
Address for Notices: 1700 3rd Ave North
Address for Notices: Nashville, TN 37208

SECTION A-1

General Terms and Conditions

This is not applicable to on-premises software that Metro Nashville Government is using. Infor has no way of directly accessing your network at all.



SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the “Services Agreement”) is made between **Infor (US), LLC** (“Infor”) and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (“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 sublicense 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

Exhibit D

Contract 6528931

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. Notwithstanding the foregoing, the parties have agreed that Licensee shall not incur any late payments so long as makes payment within 30 days of invoice.

(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, unless Licensee provides evidence of tax exemption. 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.

(c) Long-term Assignments. The parties acknowledge that reimbursement of travel and living expenses to an Infor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the parties will plan to limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year and subject to additional taxes as a result thereof, then Infor will increase consultant's compensation to cover such additional taxes, and Licensee shall reimburse Infor for the amount of such increase.

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. **TO THE EXTENT PERMITTED BY STATE LAW, 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 AND 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. Notwithstanding the foregoing, Licensee is subject to the Tennessee Public Records Act which may require disclosure of records identified as confidential. Licensee may produce such records if required by law, but prior to production shall notify Infor within a reasonable time so that Infor can seek a remedy at law.

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).

Exhibit D

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, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

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 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.

12. LIMITATIONS OF LIABILITY

(a) LIMITED LIABILITY OF INFOR. TO THE EXTENT PERMITTED BY STATE LAW, 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. TO THE EXTENT PERMITTED BY STATE LAW, IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, 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 or independent contractors of the non-hiring party who directly worked on the Services project (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 (Exhibit D to CONTRACT 6528931) contains the entire understanding of the parties with respect to its subject

Exhibit D

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. Agreement and any signed agreement or instrument

Contract 6528931

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 as noted in Master CONTRACT 6528931.

Signature: Edward Foley

Printed Name: Edward Foley

Title: Manager, Infor Subscription Services

Address: 25433 Pennsylvania Ave

Address: Novi, MI 48375

Signature Date: 2/18/2025 | 5:26 PM EST

Licensee: THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signature: Scott Potter

Printed Name: Scott Potter

Title: Director

Address: 1700 3rd Ave North

Address: Nashville, TN 37208

Signature Date: 2/20/2025 | 6:37 AM PST

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.


And Further Affiant Sayeth Not:

Organization Name: Edward Foley

Organization Officer Signature: Edward Foley

Name of Organization Officer: Edward Foley

Title: Manager, Infor Subscription Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN102555145-Koch-CasCy-24-25

CONTACT
NAME:
PHONE
(A/C, No. Ext):
FAX
(A/C, No):
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A : Old Republic Insurance Company
INSURER B : Swiss Re Corporate Solutions Capacity Insurance
INSURER C :
INSURER D :
INSURER E :
INSURER F :

NAIC #

24147
34916

INSURED
Infor Equity Holdings, LLC
and all majority owned subsidiaries including IGS Holding LP
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

COVERAGES			CERTIFICATE NUMBER:			SEA-004073511-00			REVISION NUMBER: 0				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY		X		MWZY 315812 24	12/01/2024	12/01/2025	EACH OCCURRENCE		\$ 1,000,000		
		CLAIMS-MADE	X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 1,000,000	
									MED EXP (Any one person)		\$ 10,000		
									PERSONAL & ADV INJURY		\$ 1,000,000		
									GENERAL AGGREGATE		\$ 1,000,000		
									PRODUCTS - COMP/OP AGG		\$ 1,000,000		
											\$		
A		AUTOMOBILE LIABILITY		X		MWTB 315811 24	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000		
	X	ANY AUTO							BODILY INJURY (Per person)		\$		
		OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per accident)		\$	
		HIRED AUTOS ONLY							NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)		\$	
											\$		
		UMBRELLA LIAB							EACH OCCURRENCE		\$		
		EXCESS LIAB							CLAIMS-MADE	AGGREGATE		\$	
		DED							RETENTION \$			\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N / A		MWC 314306 24	12/01/2024	12/01/2025	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								Y / N	E.L. EACH ACCIDENT		\$ 1,000,000	
									N	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
B	Tech E&O/Cyber					5376.11	12/01/2022	12/01/2025	Limit each claim/aggregate		1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ/Contract Number: 6528931

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insureds with respect to the general liability and automobile liability policies in accordance with the terms and conditions of the policies.

CERTIFICATE HOLDER

Purchasing Agent
Metropolitan Government of Nashville
and Davidson County
Metro Courthouse
Nashville, TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**



SS #: SS2023042

Date Received: Sept. 27, 2022

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 9/12/2022 Requesting Department/Agency/Commission: Water Services

Requesting Official: Stephanie Belcher Telephone #: 615-862-4513 This is for a multi-year contract.

Product/Service Description: Contract to provide Asset Management software support and maintenance for Metro Water Services

Approval of Changes

Total Purchase (Enter the value for the entire contract life) Price: ~~\$1,000,000~~ **\$1,053,287.71** OK 1/24/2025 | 7:15 AM C

BU Number: 65555030 Fund #: 67331 Object Account: 502233 Any Other Accounting Info: _____

Proposed Supplier: Infor US

Proposed Supplier Contact: Shawwna Wagner

Supplier Address: 641 Avenue of the Americas

City: New York

ST: NY

Zip: 10011

Supplier Telephone #: 470-481-5238

Supplier Email: shawwna.wagner@infor.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: Metro Water Services currently uses Infor software (Hansen) for its asset management system. This software is proprietary to Infor and licensing, support, and maintenance can only be provided by Infor.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: _____

Requesting Department Director's Signature of Approval: Amanda Denton-Mayer

Date: 9/27/2022 | 8:30 AM PDT

SS2023042

SS #: _____

Sept. 27, 2022

Date Received: _____

To be completed by the Procurement Division

☐ **Vetting & Research Needed; Date Requested by Purchasing Agent** _____

multi year contract

☒ **Sole Source is Approved for:** _____

☐ **Sole Source is Denied (See determination summary for denial reason)**

9/27/2022 | 12:52 PM

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** _____



641 Avenue of the Americas
New York, NY 10011
800-260-2640
www.infor.com

August 5, 2022

The Metropolitan Government of Nashville & Davidson County
1700 3rd Avenue
North Nashville, TN 37208

Dear Samaki N. Brazelton:

Infor has received your request for a justification to single source the support and maintenance of the Infor-owned software products that you have licensed from Infor.

Infor is the copyright owner for these software products, and as such, Infor is the only vendor that has the unrestricted ability to access and modify such Infor-owned software products in order to provide bug fixes, updates and upgrades to you as part of support and maintenance.

Please don't hesitate to contact Shawwna Wagner, the Sr. Subscription Services Manager for your account, at 1-470-481-5238 or shawwna.wagner@infor.com, if you have additional questions on this matter.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Shawwna Wagner".
793C340D48984E3...

Account Owner Name Shawwna Wagner

Account Owner Title Sr. subscription Services Manager

Certificate Of Completion

Envelope Id: 329E3073-AF85-4673-B8A2-033D1E2C6692
 Subject: Metro Contract 6528931 with Infor (US) LLC (Water Services)
 Source Envelope:
 Document Pages: 37
 Certificate Pages: 17
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Procurement Resource Group
 730 2nd Ave. South 1st Floor
 Nashville, TN 37219
 prg@nashville.gov
 IP Address: 170.190.198.185

Record Tracking


Status: Original 2/13/2025 4:09:56 PM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 2/14/2025 9:32:12 AM Viewed: 2/14/2025 9:58:53 AM Signed: 2/14/2025 9:59:02 AM


Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tony Vlascic Tony.Vlascic@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	Sent: 2/14/2025 9:59:06 AM Viewed: 2/14/2025 10:08:56 AM Signed: 2/14/2025 10:09:56 AM
--	--	--


Electronic Record and Signature Disclosure:

Accepted: 2/14/2025 10:08:56 AM
 ID: 57bf5869-11d9-40c8-9c8e-6c9be0bb9e89

Alla Cross alla.cross@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/14/2025 10:10:00 AM Viewed: 2/18/2025 4:21:40 PM Signed: 2/18/2025 4:21:54 PM
--	--	---


Electronic Record and Signature Disclosure:

Accepted: 2/18/2025 4:21:40 PM
 ID: 1042137c-a731-472a-9d91-d3ac50c8d4bc

Edward Foley edward.foley@infor.com Manager, Infor Subscription Services Infor (US) LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 99.6.69.51	Sent: 2/18/2025 4:22:00 PM Viewed: 2/18/2025 4:22:40 PM Signed: 2/18/2025 4:26:31 PM
--	---	--

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 2/18/2025 4:22:40 PM ID: f3a4a037-18ec-48f5-aeba-963fdd489b67		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/18/2025 4:26:35 PM Viewed: 2/19/2025 7:37:01 AM Signed: 2/19/2025 7:37:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Scott Potter scott.potter@nashville.gov Director Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.192	Sent: 2/19/2025 7:37:23 AM Viewed: 2/20/2025 8:36:31 AM Signed: 2/20/2025 8:37:08 AM
Electronic Record and Signature Disclosure: Accepted: 2/20/2025 8:36:31 AM ID: 6d3ee815-4f7b-4343-bbd2-3165d8fc265c		
Jenneen Reed/MAL michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 2/20/2025 8:37:13 AM Viewed: 2/23/2025 6:15:55 PM Signed: 2/23/2025 6:16:29 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 2/23/2025 6:16:34 PM Viewed: 2/24/2025 1:15:41 PM Signed: 2/24/2025 1:22:31 PM
Electronic Record and Signature Disclosure: Accepted: 2/24/2025 1:15:41 PM ID: 1cb6ac81-bf4e-4d56-9f74-a743052b799b		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 2/24/2025 1:22:36 PM Viewed: 2/24/2025 1:45:46 PM Signed: 2/24/2025 1:50:09 PM
Electronic Record and Signature Disclosure: Accepted: 2/24/2025 1:45:46 PM ID: 4cf8f6e2-21b3-478f-8a25-9575721ad042		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 2/24/2025 1:50:15 PM Viewed: 2/24/2025 2:35:34 PM Signed: 2/24/2025 2:35:51 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/24/2025 2:35:34 PM ID: a92fa308-505d-491a-832a-ad0dec229e98		
Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/24/2025 2:35:57 PM Viewed: 2/25/2025 9:43:22 AM Signed: 2/25/2025 9:43:38 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 2/25/2025 9:43:22 AM
ID: a981f858-f6d6-4df9-9abd-ad10f5c2e3f7

Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	Sent: 2/25/2025 9:43:43 AM
---	----------------------------

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Terri L Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/14/2025 9:32:11 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Shawwna Wagner Shawwna.wagner@infor.com Security Level: Email, Account Authentication (None)		Sent: 2/18/2025 4:21:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jemery Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure: Accepted: 12/27/2024 2:19:29 PM ID: 329fae7e-a26d-4bd6-ab11-aa1aae64d63e	

Carbon Copy Events	Status	Timestamp
Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/23/2024 11:25:38 AM ID: a72d9594-26bf-4d53-b982-d9f455150e38		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Austin Kyle Austin.Kyle@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/5/2025 9:08:53 AM ID: 7992a986-e86d-445c-96a4-243c9ba1359d		
Zak Kelley Zak.Kelley@Nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Scott McPencow Scott.McPencow@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/25/2025 7:59:49 AM ID: b6ebfc3e-4f05-4138-bd15-d575d655e42e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2025 9:32:11 AM
Envelope Updated	Security Checked	2/14/2025 9:39:53 AM
Envelope Updated	Security Checked	2/14/2025 9:39:53 AM
Envelope Updated	Security Checked	2/14/2025 9:39:53 AM
Envelope Updated	Security Checked	2/14/2025 9:42:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		