



GUILFORD COUNTY CONTRACT NO. 90004374
Parent Contract No. 4374

THIS CONTRACT RENEWAL is hereby made, entered into, and effective as of September 01, 2024, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and Infor, Inc., hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on April 01, 2017, whereby the CONTRACTOR agreed to provide the following goods and/or service(s) to the COUNTY: FY 24-25 Infor Lawson annual maintenance renewal, and

WHEREAS, the initial Contract may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from September 01, 2024, through August 31, 2025.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. Unless terminated as provided herein, the effective period of this Contract is hereby extended from September 01, 2024, through August 31, 2025, under the same terms and conditions as set forth in the initial contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. The Parties hereby agree that the goods and/or services provided by the CONTRACTOR to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.

3. PRICING. As full consideration for the CONTRACTOR’S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable.

4. PAYMENT. Payment will be made to the CONTRACTOR by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. MAXIMUM EXPOSURE CONTRACT. The maximum financial exposure to the COUNTY under this Contract will not exceed \$593,348.53. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159

6. APPROPRIATION. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.

7. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

8. TERMINATION.

TERMINATION FOR CAUSE.

If CONTRACTOR fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified CONTRACTOR of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become COUNTY property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

9. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

12. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Jason Jones Date
Assistant Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

Infor, Inc.

ATTEST:

Date
Title: _____
Print Name: _____

Date
Witness
Print Name: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Donald P. Warn Date
Guilford County Chief Financial Officer

Guilford County Department Director / Designee



**SUBSCRIPTION RENEWAL ADDENDUM
TO
SUBSCRIPTION LICENSE AND SERVICES AGREEMENT
BETWEEN
INFOR (US), LLC (“Infor”)
AND
GUILFORD COUNTY (“Licensee”)**

This Subscription Renewal Addendum effective as of **09/01/2024**, (the “Effective Date”), sets forth terms and conditions that are in addition to and/or modify those terms and conditions set forth in the Subscription License and Services Agreement between Infor, and Licensee, dated **May 13, 2014**, (the “Agreement”). In case of any conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

The parties agree as follows:

1. For the period commencing September 1, 2024 and ending August 31, 2025 (the “Subscription Term”), Licensee agrees to pay the Annual Subscription Fee as specified below. The applicable sales tax will be included at the time of invoicing.

\$593,348.53 US – Due 8/1/2024

2. The Annual Support Fee set forth herein applies only to the items on **Exhibit A**. If Licensee licenses additional Component Systems and/or users during the Subscription Renewal Term, the Annual Subscription Fee shall increase accordingly.

IN WITNESS HEREOF, each party has executed this Amendment and represents and warrants to the other that its execution has been duly authorized.

Infor (US), LLC

Guilford County (“Licensee”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SKU	SKU Desc.	Users	Support Plan
S3F-S-CSPSFPRO	Infor CloudSuite Public Sector Financials and Procurement - SaaS ST	2835	CXTP
S3O-S-S3901C	Lawson P2P Connectors - SaaS	2835	CXTP
S3O-S-ENHDR-ST	Enhanced Disaster Recovery - SaaS ST	1	CXTP
S3S-S-SRM	Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle SaaS	2835	CXTP
S3A-S-FMAPASCA	Infor Financials and Procurement Analytics - SaaS	2835	CXTP
S3A-S-FMAPSU	Financial Management and Project Analytics - SaaS	2835	CXTP
S3A-S-SCA	Supply Chain Analytics - SaaS	2835	CXTP
BPP-S-XMLTSU	Design Studio - SaaS ST	2835	CXTP
TAM-S-CSAGHR	Infor Global Human Resources - SaaS ST ALC	2835	CXTP
TAM-S-GHRSU	Global Human Resources - SaaS ST	2835	CXTP
TAM-S-TMUKSU	HR Talent Lang Pack UK Eng (en-GB) - SaaS ST	1	CXTP
TAM-S-TMUSSU	HR Talent Lang Pack US Eng (en-US) - SaaS ST	1	CXTP
TAM-S-TMFRSU	HR Talent Lang Pack French (fr) - SaaS ST	1	CXTP
TAM-S-FRCASU	HR Talent Lang Pack French Canadian (fr-CA) - SaaS ST	1	CXTP
TAM-S-TMDESU	HR Talent Lang Pack German (de) - SaaS ST	1	CXTP
TAM-S-TMSPSU	HR Talent Lang Pack Spanish (es) - SaaS ST	1	CXTP
BPP-S-LMRK-NR	Landmark Technology Runtime - SaaS ST	2835	CXTP
BPP-S-PALSU	Infor Process Automation - SaaS ST	2835	CXTP
ION-S-MINGLE-USER	Infor Ming.le Enterprise - SaaS ST	2835	CXTP
ION-S-PROCESS-BV	Infor ION PROCESS with Business Vault - SaaS ST	2835	CXTP
BPP-S-MOBILA	Infor Landmark Administrator - SaaS ST	2835	CXTP
BPP-S-NOTIFY	Infor Notifications - SaaS ST	2835	CXTP
UPP-S-MOASU	Addins For Microsoft - SaaS	2835	CXTP
HRM-S-CSAPAY-FTE	Infor CloudSuite HRM Payroll ALC FTE - SaaS ST	2835	CXTP
BPP-S-LSFA	Lawson System Foundation - SaaS ST	16	CXTP
UPP-S-MOASU	Addins For Microsoft - SaaS	2835	CXTP
HRM-S-BSIF	BSI TF US - SaaS MT	3435	CXT
S3F-S-CSCFPRONOS	Infor CloudSuite Corporate Lawson FinPro - SaaS ST	2835	CXTP
BPP-S-LMRK-NR	Landmark Technology Runtime - SaaS ST	2835	CXTP

			CXTP
BPP-S-LSFA	Lawson System Foundation - SaaS ST	16	
BPP-S-MNXSUB	NetExpress App Runtime - SaaS	40	CXTP
BPP-S-NOTIFY	Infor Notifications - SaaS ST	2835	CXTP
BPP-S-PALSU	Infor Process Automation - SaaS ST	2835	CXTP
EPM-S-BI-LWS	Infor Business Intelligence for Lawson - SaaS	20	CXTP
EPM-S-BVRU	Business Vault (Restricted Use) - SaaS	2835	CXTP
EPM-S-DWDRU	BV Data Warehouse Designer - SaaS (Restricted Use)	2835	CXTP
ION-S-PLTFM-EMBED	Infor OS Core (ION, Ming.le, IDM) for SaaS MT	2835	CXTP
S3F-S-FINPSU	Financial Procurement - SaaS ST	2835	CXTP
S3F-S-MOBAC	Mobile Projects - SaaS ST	2835	CXTP
S3F-S-MOBAM	Mobile Assets - SaaS ST	2835	CXTP
S3F-S-MOBFIN	Mobile Financials - SaaS ST	2835	CXTP
S3F-S-MRBSU	Project Invoicing & Revenue - SaaS ST	2835	CXTP
S3O-S-S3901C	Lawson P2P Connectors - SaaS	2835	CXTP
S3O-S-S3IONC	Infor Lawson ION Connector - SaaS ST	2835	CXTP
S3S-S-EPPSU	Procurement Punchout - SaaS	2835	CXTP
S3S-S-MOBIC	Mobile Inventory - SaaS	2835	CXTP
S3S-S-MOBRQSU	Mobile Requisitions - SaaS	2835	CXTP
S3S-S-PCSSSU	Procurement Card Self-Service - SaaS	2835	CXTP
S3S-S-RQC	Requisition Center - SaaS ST	2835	CXTP
S3S-S-S3EPC	Electronic Payment Connector - FSM - SaaS ST	2835	CXTP
TAM-S-SFTP-LTD-USE	Infor HR Talent SFTP Limited Use for ST CS FSM	1	CXTP
UPP-S-MOASU	Addins For Microsoft - SaaS	2835	CXTP
HRM-S-APAYNOS-FTE	Infor HRM Payroll FTE for Infor OS - SaaS ST	2835	CXTP
BPP-S-LMRK-NR	Landmark Technology Runtime - SaaS ST	2835	CXTP
BPP-S-LSFA	Lawson System Foundation - SaaS ST	16	CXTP
BPP-S-MVXSU	MF COBOL Server Application Runtime - SaaS - Windows	40	CXTP
BPP-S-PALSU	Infor Process Automation - SaaS ST	2835	CXTP
HRM-S-HRCOSU	Teacher Contract - SaaS ST	2835	CXTP
HRM-S-HUMSU1	Human Resources - SaaS ST	2835	CXTP

HRM-S-MOBEMP	Mobile Employee - SaaS ST	2835	CXTP
HRM-S-PYNASU1	No. American Payroll - SaaS ST	2835	CXTP
HRM-S-SHRSU1	Employee & Manager Self Service - SaaS ST	2835	CXTP
ION-S-PLTFM-EMBED	Infor OS Core (ION, Ming.le, IDM) for SaaS MT	5670	CXTP
LCL-S-GFC	Infor Global Financial Controller - SaaS MT	2	CXTP
TAM-S-SFTP-LTD-USE	Infor HR Talent SFTP Limited Use for ST CS FSM	1	CXTP
UPP-S-MOASU	Addins For Microsoft - SaaS	2835	CXTP
ION-S-ESSENTLS-CE	Infor OS Essentials - SaaS MT	1	CXTP
ION-S-CORE	Infor OS Platform Core - SaaS MT	1	CXTP
ION-S-DATALAKE-RTB	Infor OS - Storage Capacity - SaaS MT	2	CXTP
ION-S-EGRESS	Infor OS - Cloud Egress - SaaS MT	3	CXTP
ION-S-STORAGE	Infor Storage	2000	CXTP
ION-S-GATEWAY	Infor OS - API Gateway - SaaS MT	250000	CXTP
ION-S-PAAS	Infor OS - Platform as a Service - SaaS MT	400	CXTP
ION-S-AI	Infor OS - Artificial Intelligence - SaaS MT	240	CXTP
ION-S-DF	Infor OS - Data Fabric - SaaS MT	20	CXTP
ION-S-DA	Infor OS - Digital Assistant - SaaS MT	100	CXTP
ION-S-DM	Infor OS - Document Management - SaaS MT	15000	CXTP
ION-S-INTEG	Infor OS - Integration Add-on - SaaS MT	350	CXTP
ION-S-PORTAL	Infor OS - User Management - SaaS MT	15000	CXTP
ION-S-SCRIPT	Infor OS - Scripting - SaaS MT	50	CXTP
ION-S-STREAMING	Infor OS - Data Fabric Streaming Data Ingestion - SaaS MT	6	CXTP