



GUILFORD COUNTY CONTRACT NO. 90004374
Parent Contract No. 90004374

THIS CONTRACT RENEWAL is hereby made, entered into, and effective as of September 1, 2026, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and INFOR (US), INC., hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Parties entered into a CONTRACT on April 7, 2017, whereby the CONTRACTOR agreed to provide the following goods and/or service(s) to the COUNTY: Annual maintenance , 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 1, 2026, through August 31, 2027.

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 1, 2026, through August 31, 2027, per Attachment A, 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 \$671,705.31. 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 CONVENIENCE.

COUNTY may terminate this Contract without cause or penalty upon serving a thirty (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

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: 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 & VENUE. 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. All actions filed under this Contract shall be filed in Guilford County District or Superior Court.

(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:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

INFOR (US), INC

WITNESS:

DocuSigned by:
Edward Foley
586FD80713E74ED...

DocuSigned by:
John Archipolo
D3B75459734148B...

Print Name: Edward Foley

Witness

Title: Sr.Manager, Infor Subscription Services

Print Name: John Archipolo

Date: 26 June 2026 | 09:28:49 EDT

Date: 26 June 2026 | 09:32:48 EDT

Guilford County Department Director / Designee

Date

ATTACHMENT A



Renewal Form

Agreement ID: ICMRF_10019
Opportunity ID: OP-10239720
Quote ID: SQB553561_1

Infor Entity ("Infor"): Infor (US), LLC
Customer ("Customer" or "Licensee"): Guilford County

This Renewal Form (the "Renewal Form") is for a renewal of Subscription Services for the Software specified herein previously ordered pursuant to certain order forms between the parties (the "Order Form(s)") under the applicable software subscription agreement 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: Guilford County
_____ (Infor)	_____ (Customer or Licensee)
DocuSigned by: <i>Edward Foley</i> 586FD80713E74FD... _____ Signature	_____ Signature
Edward Foley _____ Type or Printed Name	_____ Type or Printed Name
Sr.Manager, Infor Subscription Services _____ Title	_____ Title
26 June 2026 09:28:49 EDT _____ Signature Date	_____ Signature Date



Annual Commitment

Customer: Guilford County
 GL ID: US0AB
 Customer Account ID: 6219-L

I. The parties agree as follows:

The Renewal Term is **01 September 2026** through **31 August 2027** ("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.

Subscription Software:

Line	Location	Product	Use Restriction	Support Level
1	PROD: Greensboro	BPP-S-XMLTSU: Design Studio - SaaS ST	2845 FTE	CXTP
2	PROD: Greensboro	HRM-S-APAYNOS-FTE: Infor HRM Payroll FTE for Infor OS - SaaS ST	2835 FTE	CXTP
3	PROD: Greensboro	HRM-S-BSIF: BSI TF US - SaaS MT	3435 EM	CXT
4	PROD: Greensboro	ION-S-ESSENTLS-CE: Infor OS Essentials - SaaS MT	1 TECH	CXTP
5	PROD: Greensboro	ION-S-STORAGE: Cloud Suite data processing volume	2000 1.0GB	CXTP
6	PROD: Greensboro	S3A-S-FMAPASCA: Infor Financials and Procurement Analytics - SaaS	2835 FTE	CXTP
7	PROD: Greensboro	S3F-S-CSCFPRONOS: Infor CloudSuite Corporate Lawson FinPro - SaaS ST	2845 FTE	CXTP
8	PROD: Greensboro	S3O-S-ENHDR-ST: Enhanced Disaster Recovery - SaaS ST	1 EA	ZZZZ
9	PROD: Greensboro	S3O-S-S3901C: Lawson P2P Connectors - SaaS	2835 FTE	CXTP
10	PROD: Greensboro	S3S-S-SRM: Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle SaaS	2845 FTE	CXTP
11	PROD: Greensboro	TAM-S-CSAGHR: Infor Global Human Resources - SaaS ST ALC	2835 FTE	CXTP

II. Fee for Committed Renewal Term

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

\$671,705.31

Currency: US (Dollar)

III. Payment Terms**Payment Schedule:**

Invoice	Fee (before applicable taxes)	Payable By
1	\$ 671,705.31	01 August 2026

Invoice Address
Guilford County 201 W Market Street Greensboro NC USA 27401
Peter Purcell 336-641-4633 infosvcbilling@guilfordcountync.gov

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. Support Level Definitions:

"CXT" = Infor Essential (24x5); "CXT" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program; "CCSP" = Infor CareFor Success Professional program; "CCFS" = Infor CareFor Success Enterprise program; Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>

NAX = Not Applicable.