

**SUBSCRIPTION LICENSE AND SERVICES AGREEMENT  
BETWEEN THE CITY OF SAN JOSÉ  
AND  
INFOR PUBLIC SECTOR, INC.**

**THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT** (the “SLSA” or “Agreement”) is between **Infor Public Sector, Inc.** (“Infor”) and **City of San José** (“Licensee”) as of the Effective Date. Each of Infor and Licensee are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.” 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. “**Authorized Users**” means Licensee’s employees registered in the database with a unique UserID and a unique password.
- c. “**Confidential Information**” means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Licensee includes Licensee Data. 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 known to Recipient; (iv) is independently developed by the Recipient without use of Confidential Information; or (v) information subject to disclosure in accordance with the California Public Records Act or the Freedom of Information Act.
- d. “**Discloser**” means the Party providing Confidential Information to the Recipient.
- e. “**Documentation**” means the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software.
- f. “**Documented Defect**” means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.
- g. “**Effective Date**” means the date identified on the signature page of this SLSA as the Effective Date.
- h. “**Initial Subscription Term**” means the initial subscription period set forth in the Order Form.
- i. “**Intellectual Property Rights**” means any and all rights in patents, copyrights, trademarks and service marks.
- j. “**Licensee Data**” means information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorized Users.
- k. “**License Restriction**” means any limitation on the use of the Subscription Software identified in the Agreement (e.g., number of Authorized Users, locations, connections).
- l. “**Personal Information**” means information provided to Infor by or at the direction of Licensee, or to which access was provided to Infor in the course of Infor’s performance under this SLSA that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal

information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.

- m. **"Recipient"** means the Party receiving Confidential Information of the Discloser.
- n. **"Renewal Term"** means any renewal or extension of Licensee's license to use the Subscription Software following the expiration of the Initial Subscription Term.
- o. **"Residual Knowledge"** shall mean 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.
- p. **"Service Level Description"** means the Service Level Description document attached to the Order Form.
- q. **"Subscription Fees"** means the fees for the Subscription Services as set forth in the Order Form.
- r. **"Subscription Services"** means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Licensee under this SLSA.
- s. **"Subscription Software"** means collectively or individually the computer software programs for which Infor is providing the Subscription Services.
- t. **"Subscription Term"** means the Initial Subscription Term or any Renewal Term.
- u. **"Third Party Licensor"** means a third party whose software products (**"Third Party Products"**) have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a **"Third Party Agreement"**).
- v. **"Updates"** means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.
- w. **"UserID"** means a unique user identification credential used in combination with a unique password to access the Subscription Services.
- x. **"Order Form"** means any order form executed between the Parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and License Restrictions, a description of the Subscription Services, Subscription Fees, and payment terms.

2. **License.** Subject to the terms and conditions of this SLSA Infor hereby grants to Licensee a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Software and the Subscription Services, during the Subscription Term, in an operating environment hosted by Infor, for Licensee's own internal use. Any rights not expressly granted in this SLSA are expressly reserved.

- a. **Documentation.** Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this SLSA.
- b. **Additional Restrictions on Use of the Subscription Software and Subscription Services.** In no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Subscription Services. In no event shall Licensee or its Authorized Users possess or control the Subscription Software or any related software code. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this SLSA, Licensee is prohibited from using the Subscription Software to provide service bureau services to third parties. Licensee will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Authorized Users. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.



- c. Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.
- d. Ownership. Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. Licensee Data shall be the sole property of Licensee; however, Infor may aggregate anonymous statistical data regarding use and functioning of its system by its various licensees, and all such data (none of which shall be considered Licensee Data), will be the sole property of Infor.

3. **Subscription Services.**

- a. Hosted Environment. Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services, on servers located at a facility selected by Infor.
- b. Support. Infor shall (a) provide Licensee with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as "Support"). Support is included in the Subscription Fee.
- c. User Accounts. Licensee is responsible for maintaining its own Authorized User UserIDs and passwords which can be managed through the Subscription Software interface. Licensee is responsible for maintaining the confidentiality of Licensee's UserIDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and Passwords. Licensee is responsible for all uses of and activities undertaken with UserIDs registered on Licensee's account. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee's UserIDs of which Licensee becomes aware.
- d. Connectivity. Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Licensee is responsible for providing connectivity to the Internet for itself and its Authorized Users. Licensee shall also be responsible for ensuring that latency and available bandwidth from the user's desktop to Infor's hosted routers is adequate to meet Licensee's desired level of performance. If Licensee requires a VPN or private network connection to the Subscription Services, Licensee is responsible for all costs associated with any specialized network connectivity required by Licensee.
- e. Restrictions. Infor shall have no obligation to correct a problem caused by Licensee's negligence, Licensee's equipment malfunction or other causes beyond the control of Infor.

4. **Payment and Taxes.**

- a. Payment. Licensee shall pay Infor annual Subscription Fees. Subscription Fees are payable in advance and Infor will invoice Licensee for Subscription Fees prior to the commencement of the portion of the Subscription Term to which such fees apply. After the Initial 3-Year Term, the Subscription Fees shall be subject to annual adjustments not to exceed 5% over the previous year's fees for the same Subscription Software and Subscription Services and quantities. Any other requests for an increase in the annual Subscription Fee must be justified by Infor and approved by Licensee. Except as otherwise set forth in the Agreement, Subscription Fees are non-refundable. Licensee will pay each Infor invoice in accordance with the terms set forth in



the Order Form. Notwithstanding anything to the contrary in this SLSA, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.

- b. **Taxes.** Licensee is responsible for paying all sales and use taxes applicable to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the Subscription Fees set forth on any Order Form.

5. **Limited Warranties, Disclaimer of Warranties, and Remedies.**

- a. **Right to Grant License.** Infor warrants that it owns all rights, titles and interests in and to the Subscription Software or has obtained rights in such Subscription Software sufficient to grant the licenses granted to Licensee under this SLSA. Licensee's exclusive remedy, and Infor's exclusive obligation, for a breach of this warranty is set forth in Section 7 (Indemnity).
- b. **Limited Subscription Software Warranty by Infor and Remedy For Breach.** Infor warrants that the Subscription Software licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Order Form Date as defined in the Order Form. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 14 of this SLSA, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5(b) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period. For clarity, Licensee's entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.
- c. **Malicious Code.** Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Services ("Malicious Code"). As Licensee's sole remedy for breach of this representation, Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Subscription Software, at no cost to Licensee.
- d. **Limited Services Warranty and Remedy For Breach.** Infor warrants to Licensee that, Infor will render the Subscription Services with commercially reasonable care and skill. Infor further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the Availability section of the Service Level Description Exhibit attached to the applicable Order Form. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding Scheduled Maintenance as described in the Service Level Description (the "Down Time Warranty"). In the event of a breach of the foregoing warranty, Infor shall apply service level credits based on the actual availability measured for the applicable period as follows:

<b><u>Availability</u></b>	<b><u>Service Level Credit</u></b>
99.500% or greater	No Service Level Credit
99.499% - 99.000%	5% of the monthly prorated subscription fee
98.999% - 98.500%	15% of the monthly prorated subscription fee
98.499% - 95.000%	25% of the monthly prorated subscription fee
Below 95.000%	35% of the monthly prorated subscription fee



Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Licensee's next invoice or, if Licensee has paid the final invoice under this SLSA, service level credits shall be paid to Licensee within thirty (30) calendar days following the determination that the credit is due. The service level credit is the exclusive remedy and is in lieu of all other remedies for breach of the Down Time Warranty.

- e. Disclaimer of Warranties. The limited warranties in this Section 5 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS SLSA, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION OR MEET LICENSEE'S REQUIREMENTS.**
- f. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software not performed by or on behalf of Infor. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 5 above, Infor's obligations hereunder will be further limited accordingly.
- g. FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 13 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SLSA IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS SLSA.**
- h. HIGH RISK ACTIVITIES. **THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.**



6. **Confidential Information.**

- a. **Confidentiality.** The Confidential Information disclosed under this SLSA may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this SLSA, or as required by law. Except as otherwise permitted under this SLSA, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information, unless required to do so by law. 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. The non-disclosure and non-use obligations of this SLSA will remain in full force with respect to each item of Confidential Information for a period of five (5) years after Recipient's receipt of that item; provided, however, that Licensee's obligations to maintain the Subscription Software and Documentation as confidential will survive in perpetuity. Each of Licensee and Infor shall be responsible for the breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees, Authorized Users, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent (a) a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser, or (b) Infor from using aggregated data regarding the use of the Subscription Services to provide reports or analytics to Licensee or to improve the performance of Infor's products, provided such data does not contain any Personal Information regarding Licensee, its employees, customers or Authorized Users, or (c) disclosure in accordance with the California Public Records Act or the Freedom of Information Act. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the 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, the Recipient shall furnish only that portion of the Discloser's Confidential Information which is legally required to be furnished and to use reasonable efforts to assure that the information is maintained in confidence by the Party to whom it is furnished.
- b. **Security Policies and Safeguards.** Infor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and Personal Information in the possession or under the control of Infor or to which Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Infor pursuant to this Section 6(b) shall include, without limitation:
- i. User identification and access controls designed to limit access to Licensee's Data to authorized users;
  - ii. the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;
  - iii. the use of encryption techniques when Licensee's Data is transmitted or transferred into or out of the hosted environment;
  - iv. physical security measures, including without limitation securing Licensee's Data within a secure facility where only authorized personnel and agents will have physical access to Licensee Data;
  - v. operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;



- vi. periodic employee training regarding the security programs referenced in this Section; and
  - vii. periodic testing of the systems and procedures outlined in this Section.
- c. **Review of Controls.** Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Licensee shall have the right to request and receive a copy of the Audit Report and Licensee may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information (as defined in this SLSA).
- d. **Security Incident Response.** In the event that Infor becomes aware that the security of any Licensee Data or Personal Information has been compromised, or that such Licensee Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this SLSA (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Licensee, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Licensee; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Licensee's reasonable investigation or Licensee's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.
- e. **Notification and Credit Monitoring.** If Infor breaches its obligations in this Section 6 and such breach directly results in an unauthorized disclosure of Personal Information, then Infor will provide: (1) set up a call center for one year, (2) provide credit monitoring services as required by law for one year, and (3) pay the costs of mailing notices of the data security breach to affected parties of such breach.
7. **Indemnity by Infor.** Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense (including reasonable attorneys' fees) arising out of or relating to any third party claims against Licensee that the Subscription Software infringes any Intellectual Property Rights of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must, in writing, grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Licensee or an admission of guilt by Licensee (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software by, on behalf of, or at the request of Licensee; or (b) the use or combination of the Subscription Software with any computer, mobile device, computer platform, operating system and/or data base management system other than provided by Infor. If any Subscription 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: (A) obtain for Licensee the right to continue using the Subscription Software under the terms of this SLSA; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially



equivalent in function; or (C) refund to Licensee the un-used portion of the Subscription Services fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Licensee's use of such Subscription Software. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. **Term and Termination.**

- a. **Term.** With respect to the Subscription Software, the Initial Subscription Term shall be as set forth on the Order Form. After the Initial Term, the Parties may extend the term with a Renewal Term by entering into a mutually executed Order Form.
- b. **Right of Termination.** If either Party breaches any material obligation in this SLSA (including, without limitation, any obligation to pay Subscription 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 SLSA. 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 SLSA on less than thirty days' written notice.
- c. **Effect of Termination.** Upon termination of this SLSA by either Party, Licensee's license to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this SLSA will not release either Party from making payments which may be owing to the other Party under the terms of this SLSA through the effective date of such termination. Termination of this SLSA will be without prejudice to the terminating Party's other rights and remedies pursuant to this SLSA, unless otherwise expressly stated herein.
- d. **Return of Licensee Data.** Upon termination or expiration of this SLSA, Infor shall promptly make all Licensee Data available to Licensee as a native database export provided through Infor's FTP server. In the event that Licensee requires the return of Licensee Data in an alternate format or requires any other termination assistance services, Infor and Licensee shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services.
- e. **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 or expiration of this SLSA.
- f. **Non-Appropriation.** Each payment obligation of Licensee is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Infor, the Order Form directly or indirectly involved in the performance of that function may be terminated by Licensee at the end of the period for which funds are available by providing Infor with written notice of such nonappropriation at least sixty (60) days prior to the first day of such period for which appropriations cannot be made. Licensee shall notify Infor at the earliest possible time of any Order Form which will or may be affected by a shortage of funds.

No penalty shall accrue for Licensee in the event this provision is exercised, and Licensee shall not be liable for any future payments due or for any damages as a result of termination under this Section 8.f. This provision shall not be construed so as to permit Licensee to terminate this Agreement or any products or services in order to acquire similar products or services from another party. Contractor agrees to render reasonable cooperation to the City pursuant to the securing of financing hereunder. Despite the foregoing, the Licensee shall pay Infor for any Subscription Software or Subscription Services rendered in accordance with this Agreement up to the date of termination.



9. **Notices.** All notices and other communications required or permitted to be given under this SLSA must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail return receipt requested, or sent via courier service, addressed to the respective Parties as follows:

To City:	City of San José Attention: Director of Finance 200 E. Santa Clara Street, 13th Floor San José, CA 95113
To Contractor:	Infor Public Sector, Inc. Attention: General Counsel 40 General Warren Blvd Suite # 110 Malvern, PA 19355

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, must be registered or certified mail with return receipt requested. The parties may change their respective addresses in accordance with the provisions of this Section.

10. **Force Majeure.** Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this SLSA due to circumstances beyond its reasonable control, including Acts of God, war, terrorist acts, and labor disruption.
11. **Assignment.** Licensee may not assign or transfer any of its rights or obligations under this SLSA without the prior written consent of Infor, whether by operation of law or otherwise, including in connection with a change in control, merger, acquisition, consolidation, asset sale or other reorganization, and any attempt at such assignment or transfer will be void.
12. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this SLSA 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.
13. **Choice of Law; Severability.** This SLSA shall be governed by and interpreted in accordance with the laws of the State of California, without application of any conflict of laws provisions thereof, and all claims relating to or arising out of this SLSA, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California, without application of any conflict of laws provisions thereof. This SLSA is originally written in the English language and the English language version shall control over any translations. If any provision of this SLSA is illegal or unenforceable, it will be deemed stricken from the SLSA and the remaining provisions of the SLSA 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 SLSA.
14. **LIMITATION OF LIABILITY.**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY,**



NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED 2X THE FEES THAT THE CITY HAS PAID TO CONTRACTOR FOR THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE ORDER FORM. THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THE SLSA; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; (C) LICENSEE'S MISUSE OR MISAPPROPRIATION OF THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES; (D) FEES OWED TO INFOR; OR (E) ANY ACT OR OMISSION RESULTING IN DAMAGES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (EXCLUDING LOSS OF DATA).

**LIABILITY FOR DISCLOSURE OF PERSONAL INFORMATION.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS FOR BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION) WITH RESPECT TO PERSONAL INFORMATION, SHALL NOT EXCEED DIRECT DAMAGES IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00). THE \$1,000,000 LIMITATION DOES NOT LIMIT INFOR'S SECTION 6.e OBLIGATIONS WITH RESPECT TO THE PROVISION OF NOTIFICATIONS AND CREDIT MONITORING SERVICES TO PERSONS WHOSE PERSONAL INFORMATION MAY HAVE BEEN ACCESSED OR DISCLOSED DUE TO SUCH BREACH (COLLECTIVELY, "NOTIFICATION COSTS"). FOR CLARITY, WHILE THE NOTIFICATION COSTS MAY EXCEED \$1,000,000 AS PROVIDED ABOVE, ALL NOTIFICATION COSTS SHALL COUNT TOWARD THE \$1,000,000 LIMITATION.

15. **Audit Rights.** Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this SLSA. Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period. If an audit reveals that Licensee is using the Subscription Software or Subscription Services beyond the scope of the license granted herein (for example, in excess of the License Restriction), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid Subscription Fees associated therewith based on Infor's then-current list rates, as well as any applicable late charges.
16. **Compliance with Laws.** Licensee will comply with all laws, rules and regulations applicable to the use of the Subscription Software and the Subscription Services including, without limitation, by not submitting any Licensee Data that is illegal, defamatory, or that infringes any third party proprietary rights.
17. **Agreement.** This Agreement contains the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the Parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this 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.
18. **Insurance.** Contractor agrees to have and maintain the policies set forth in Exhibit I, entitled "Insurance Requirements," which is attached hereto and incorporated herein.



THE PARTIES have executed this Subscription License and Services Agreement through the signatures of their respective authorized representatives.

Effective Date: \_\_\_\_\_

**Infor Public Sector, Inc.**

Signature:   
*First Authorized Signature*

Printed Name: Lindsay Pritchard

Title: Associate General Counsel

Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: November 15, 2018

**LICENSEE: City of San José**

Signature: \_\_\_\_\_

Vickie J. Davis

Information Technology Procurement Manager

200 East Santa Clara Street, 14<sup>th</sup> Floor

San José, CA 95037

Signature Date: \_\_\_\_\_

Signature:   
*Second Authorized Signature*

Printed Name: Brad Steiner

Title: VP & Deputy General Counsel

Signature Date: 11/16/2018

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rosa Tsongtaatarii  
Senior Deputy City Attorney



## EXHIBIT 1 INSURANCE REQUIREMENTS

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors or suppliers.

### **I. Minimum Scope and Limit of Insurance**

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

Type of Insurance	Minimum Limit
<b>1 Commercial General Liability</b>  The coverage provided by Insurance Services Office "occurrence" form CG 0001, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations.	\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.
<b>2 Automobile Liability</b>  The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	\$1,000,000 combined single limit per accident for bodily injury and property damage.
<b>3 Workers' Compensation and Employer Liability</b>  As required by the Labor Code of the State of California.	Worker's Compensation – Statutory, Employer's Liability \$1,000,000 Limit Per Accident, \$1,000,000 Per Disease and \$1,000,000 Per Employee.
<b>4 Professional Errors and Omissions</b>  Including coverages for negligent acts, errors, or omissions arising from professional services provided under this contract, with any deductible not to exceed \$25,000 each claim.	Not less than \$1,000,000 each claim and annual aggregate.
<b>5 Cyber &amp; Technology Errors &amp; Omission</b>  Technology/professional liability insurance and data protection liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering services provided under this agreement as well as all Vendor costs, including damages it is obligated to pay Client or any third party, which are associated with damaged, lost or corrupted data. This may be met through a standalone policy or included as a component in a Commercial General Liability Policy.	Not less than \$1,000,000 each occurrence.



## **II. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

## **III. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability and Automobile Liability Coverages**

- a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- b. Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

### **2. Workers' Compensation and Employers Liability**

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

### **3. All coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.



#### **IV. Acceptability of Insurance**

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

#### **V. Verification of Coverage**

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov), or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Finance Department  
Risk & Insurance  
200 East Santa Clara St., 14th Floor  
San Jose, CA 95113-1905

#### **VI. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.





## Order Form

This Order Form is subject to the terms of the Subscription License and Services Agreement between the **City of San José** ("Licensee") and **Infor Public Sector, Inc.** ("Infor") with an Effective Date of \_\_\_\_\_ (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of the Agreement shall control. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; "Support" may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

### I. Subscription Software

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	RFG-S-CIVICS-S	Infor Rhythm for Civics - SaaS	UNL***	AASTX	CXTP
2	HAN-S-H8AWS-MT	Infor Public Sector Suite - Assets Web Services - SaaS MT	25	NU	CXTP
3	HAN-S-H8BWS-MT	Infor Public Sector Suite - Billing Web Services - SaaS MT	25	NU	CXTP
4	HAN-S-H8CDR-MT	Infor Public Sector Suite - CDR Bundle - SaaS MT	25	NU	CXTP
5	HAN-S-H8CDREB-MT	Infor Public Sector Suite - CDR Enhanced Bundle - SaaS MT	25	NU	CXTP
6	HAN-S-H8CWS-MT	Infor Public Sector Suite - CDR Web Services - SaaS MT	25	NU	CXTP
7	HAN-S-MEXC-MT	Infor Public Sector Suite - Microsoft Exchange - SaaS MT	25	NU	CXTP
8	HAN-S-O311-MT	Infor Public Sector Suite - Open 311 API - SaaS MT	25	NU	CXTP
9	BBI-S-DPRO-PLT	Birst Cloud Professional Edition Platform License (Direct)	15	NU	CXT
10	HAN-S-H8CM-MT	Infor Public Sector Suite Cashiering - SaaS MT	15	NU	CXTP
11	HAN-S-MOBILE-CDR-MT	Infor Field Inspector CDR - SaaS MT	15	NU	CXTP



For the purpose of the definitions below, Component System and Subscription Software may be used interchangeably.

\*If specified in the License Restriction field:

**"AASSTX" = Annual Active Searchable Transactions** - Quantity represents the number of entries within a single year which are active and searchable by the Component System, including but not limited to permits, service requests, business licenses and utility billing accounts, regardless of whether such entries are entered manually or electronically via the Component System or any other means.

**"NU" = Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

**\*\*Support Level for Subscription Software:**

**\*\*CXT = Essential Support** – During the Subscription Term, Licensee is eligible to receive the standard support that Infor makes generally available to its subscription customers. No subscription options for support are included unless otherwise specified herein. For additional information on CXT, support, please see Exhibit 4. Additional information regarding Subscription Services support may be found at: <http://www.infor.com/cloud/subscription/>.

**\*\*CXTTP = Essential Support plus Critical Incident Support ("CIS")** – During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive CIS 24 hours a day x 7 days a week support for Severity 1 incidents. A Severity 1 incident means that Licensee's production system is not available or that the production system is available but a critical application failure has occurred, business processes are halted, and no workarounds are available. For additional information on CXTTP support, please see Exhibit 3. Additional information regarding Subscription Services support may be found at: <http://www.infor.com/cloud/subscription/>.

**\*\*\* Infor Rhythm for Civics:**

At the end of the initial contract term, the Parties will negotiate pricing in good faith.

## **II. Annual Subscription Fees:**

**Annual Subscription Fee for Year 1: \$50,000.00**

**Annual Subscription Fee for Year 2: \$55,887.50**

**Annual Subscription Fee for Year 3: \$55,887.50**

**Initial Subscription Term: Order Form Date through 3 years from Order Form Date.**

**Currency: USD**

## **III. Payment Terms:**

### **Annual Payment Terms:**

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly after execution of this Order Form. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies. Licensee shall pay all invoices within 30 days of the date of the invoice.



<b>Licensee Account ID:</b>	372698
<b>Infor GL ID:</b>	US06A
<b>Account Executive Name:</b>	Michele McDowell

<b>Primary-use Address:</b>	<b>Invoice Address:</b>
City of San José 201 W Mission St. San José, CA 95110 USA	City of San José 201 W Mission St. San José, CA 95110 USA
Contact Name: Jennifer Biebel	Contact Name: Jennifer Biebel
Contact Phone: 408 -277-4452	Contact Phone: 408 -277-4452
Contact email: jennifer.biebel@sanjoseca.gov	Contact email: jennifer.biebel@sanjoseca.gov

#### **IV. Additional Terms**

Exhibit 1 – Service Level Description is attached to and made a part of this Order Form.

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

For U.S. Government entities, the following restricted rights clause applies: This Component System is a “commercial component,” as this term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “computer software documentation,” as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.

Infor’s provision of the Subscription Services with respect to personally identifiable information conforms to industry best practices and shall provide no less protection for personally identifiable information than is provided by Licensee’s Privacy and Disclosure Policy attached hereto as Exhibit 2. Use of the term “personally identifiable information” in this paragraph shall have the same meaning as defined in Exhibit 2.

**V. Termination for Convenience.** Notwithstanding anything to the contrary in the Subscription License and Services Agreement, Licensee may terminate Year Two or Year Three of this Order Form for any or no reason in accordance with this Section. If Licensee elects to terminate this Order Form for convenience it shall provide no less than ninety (90) days advance written notice of such termination and upon the effective date of such termination pay to Infor a fee equal to fifty percent (50%) of the unpaid Subscription Fees remaining on the Initial Subscription Term as of the effective date of termination. For example, if Licensee terminates at least 90 days prior to Year 2, Licensee shall pay \$55,887.50; and if Licensee terminates at least 90 days prior to Year 3, Licensee shall pay \$27,943.75. Except as may be provided in the Agreement, Licensee agrees it will not receive a refund of payments made to Infor for the remaining months of the current subscription year.

Order Form for a SaaS Permitting System

(CPQ-English-US Jan 2018) OP-02267190 SQB074290\_1 CS 28v2 4/4/2018

Page 3 of 23



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

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date").

**Infor Public Sector, Inc.**

Signature:   
*First Authorized Signature*

Printed Name: Lindsay Pritchard

Title: Associate General Counsel

Address: 380 St. Peter Street

Address: St. Paul, MN 55102

Signature Date: November 15, 2018

**LICENSEE: City of San José**

Signature: \_\_\_\_\_

Vickie J. Davis

Information Technology Procurement Manager

200 East Santa Clara Street, 14<sup>th</sup> Floor

San José, CA 95037

Signature Date: \_\_\_\_\_

Signature:   
*Second Authorized Signature*

Printed Name: Brad Steiner

Title: VP & Deputy General Counsel

Signature Date: 11/16/2018

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rosa Tsongtaatarii  
Senior Deputy City Attorney



## **EXHIBIT 1 TO ORDER FORM SERVICE LEVEL DESCRIPTION**

**Infrastructure** - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis.

**Technical Change Management** – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

**Security & Privacy** – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from



malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.

- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

**Scheduled Maintenance** – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 72 hours advance notice is considered "Scheduled Maintenance".

**Availability** – Infor's goal is to provide access to the services at Infor's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor's service level objective is 99.5% Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- "Scheduled Available Minutes" are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- "Available Minutes" is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- "Availability" is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30 day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is  $41,160 / 41,280 = 99.7\%$ .

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor's reasonable control (for example, a network or device failure at Licensee's site or between Licensee and Infor's data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor's direct control (e.g. DNS issues);
- Force Majeure events;



- Outages attributable to the acts or omissions of Licensee or Licensee's employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee's request;
- Outages that result from Licensee's equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor's direct control); and
- Performance degradation due to Licensee's use of the services in excess of the scope of Licensee's license, usage restrictions, or product limitations outlined in the applicable Agreement.

**System Monitoring** – Infor leverages multiple monitoring solutions to gauge the health of its systems and alert the Infor Operations teams when issues occur.



## **EXHIBIT 2 TO ORDER FORM PRIVACY AND DISCLOSURE POLICY**

The purpose of this statement is to define the City of San José's policy with regard to the collection and use of personally identifiable information (PII). PII is any information relating to an identified or identifiable individual who is the subject of the information. Users of the City Web Site should be informed of the following:

The City of San José collects two kinds of customer information: (1) anonymous; (2) personally identifiable information (PII).

### **1 Anonymous information**

This type of information does not identify specific individuals and is automatically transmitted by City browser. This information consists of:

- The URL (Uniform Resource Locator or address) of the web page user previously visited;
- The domain names and/or IP addresses which are numbers that are automatically assigned to a City computer whenever user are connected to the Internet or World Wide Web.
- The browser version users are using to access the site.

This information is used to help improve the City's Web Site. None of the information can be linked to an individual.

### **2 Personally Identifiable Information (PII)**

This type of information could include name, address, email address, telephone number, credit/debit card information. The City will make every reasonable effort to protect City privacy. It restricts access to City personally identifiable information to those employees who will respond to City request. The City does not intentionally disclose any personal information about Contractor customers to any third parties or outside the City except as required by law or by the consent of the person providing the information.

The City only collects personally identifiable information that is required to provide service. User can decline to provide us with any personal information. However, if user should choose to withhold requested information, the City may not be able to provide user with the online services dependent upon the collection of that information.

### **3 Access to Personally Identifiable Information**

Access to personally identifiable information in public records at local levels of government in San José is controlled primarily by the California Public Records Act (Government Code Section 6250, et. seq.). Information that is generally available under the Public Records Act may be posted for electronic access through the City's Web Site. While the Public Records Act sets the general policies for access to City records, other sections of the California code as well as federal laws also deal with confidentiality issues.

#### **4 Email addresses**

Email addresses obtained through the City's Web Site will not be sold or given to other private companies for marketing purposes. The information collected is subject to the access and confidentiality provisions of the Public Records Act, other applicable sections of the California code as well as Federal laws. Email or other information requests sent to the City Web Site may be maintained in order to respond to the request, forward the request to the appropriate City within the City, communicate updates to the City page that may be of interest to citizens, or to provide the City web designer with valuable customer feedback to assist in improving the site. Individuals can cancel any communications regarding new service updates at any time.

#### **5 Use of "Cookies"**

Some City applications use "cookies." A cookie is a small data file that certain web sites write to the user's hard drive when the user visits them. A cookie file can contain information such as a user id that the site uses to track the pages user have visited. But the only personal information a cookie can contain is information supplied by user. A cookie is only a text file and cannot read data off user's hard disk or read cookie files created by other sites. Cookies can track user traffic patterns, recognize user's computer's browser when user return, and could provide personalized content without requiring sign-in.

User can refuse cookies by turning them off in user's browser settings. However, they may be required to use some of the web applications on the City's Web Site.

#### **6 Security**

The City of San José is committed to data security and the data quality of personally identifiable information that is either available from or collected by the City's Web Site and has taken reasonable precautions to protect such information from loss, misuse, or alteration.

#### **7 Contractual Services for the City's Web Site and On-Line Services**

To insure that contractors who have access to or provide contractual services for the City's On-Line (e-government) Services are not allowed to re-sell or in any way share or convey to another party or use it for another purpose any information that they may have access to in the course of doing business for the City; all City contracts regarding such services should contain a requirement that the Contractor must comply with the City's Web Site and e-Government policies.

#### **8 Electronic Signatures and Payments**

The City of San José is committed to data security and the data quality of personally identifiable information that is either available from or collected by Contractor web site and has taken reasonable precautions to protect such information from loss, misuse, or alteration. When a City application accepts credit cards or any other particularly sensitive information for any of its services, it encrypts all ordering information, such as the customer's name and credit card number, in order to protect its confidentiality.

#### **9 Disclaimer**

The City Web Site should contain a disclaimer substantially containing the following information:



9.1 The City of San José is neither responsible nor liable for any delays, inaccuracies, errors or omissions arising out of user's use of the City's Web Site or with respect to the material contained on the Site, including without limitation, any material posted on the Site nor for any viruses or other contamination of user's system. The City Web Site and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City of San José is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the Web Site and/or the materials contained on the Web Site whether the materials contained on the Web Site are provided by the City of San José or a third party. The City of San José is neither responsible nor liable for any viruses or other contamination of user's system.

9.2 *Access to Information*

Unless otherwise prohibited by state or federal law, rule or regulation, user will be granted the ability to access and correct any personally identifiable information. The City will take reasonable steps to verify user's identity before granting such access. Each City service that collects personally identifiable information will allow or review and update of that information.

9.3 *Non-City Web Sites*

Non-city web sites may be linked through the City's Web Site. Many non-city sites may or may not be subject to the Public Records Act and may or may not be subject to other sections of the California code or federal law. Visitors to such sites are advised to check the privacy statements of such sites and to be cautious about providing personally identifiable information without a clear understanding of how the information will be used.

The City is not responsible for, and accepts no liability for, the availability of these outside resources. Linked Web sites are not under the control of, nor maintained by, the City and the City is not responsible for the content of these Web sites, which can and do change frequently; nor for any internal links the displayed Web sites may contain. In addition, inclusion of the linked Web sites does not constitute an endorsement or promotion by the City of any persons or organizations sponsoring the displayed Web sites.

## **EXHIBIT 3 TO ORDER FORM**

### **INFOR CLOUD PREMIUM SUPPORT PLAN AND CUSTOMER SUCCESS PLUS PROGRAM SUMMARY**

A general explanation of the Infor Cloud Premium Support Plan is, located at [www.infor.com/support/support-plan-features/](http://www.infor.com/support/support-plan-features/), and the Customer Success Plus Program explanation is located at <https://www.infor.com/support/customer-success-plus/>. This exhibit provides a more comprehensive description of Infor Support and supplements the explanation set forth in the links above. These descriptions are subject to change at Infor's discretion; however, changes to these descriptions will not cause any material decrease in the Support provided to you during the Subscription Term for which you have paid the applicable subscription fees. These descriptions do not replace any rights or obligations set forth in the Agreement with Infor, but in the event of a conflict between the Agreement and this Exhibit, this Exhibit shall govern and control. Capitalized terms not defined herein shall have the meaning(s) set forth in the Agreement.

#### **1. SUPPORT SERVICES**

##### **1.1 Telephone Technical Support**

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Licensee's time zone, excluding holidays observed by Infor, which fall within the applicable coverage window. Support hours may vary based on the applicable Subscription Software product, in which case applicable Support hours are noted in specific knowledge base articles, on the Infor Support Portal, located at [www.inforxtreme.com](http://www.inforxtreme.com).

##### **1.2 Electronic Support**

Infor will provide 24x7x365 online access to the Infor Support Portal which contains services such as online incident logging, tracking and management, knowledge base articles, latest Subscription Software release information, and Subscription Software Documentation.

##### **1.3 Critical Incident Support**

System Availability issues are considered Severity 1 incidents. If the Subscription Software is not accessible, then you are entitled to access Infor Support 24x7x365. Critical Incident Support for System Availability is included in every Cloud subscription. When a licensee requests technical assistance regarding a Severity 1 System Availability issues outside of Infor Support Services coverage hours or during locally observed holidays, the request will be routed to an open Infor Support Center or to the on-call resource.

"Critical Incident Application Support" is defined as the delivery of support for Severity 1 (production down) situations, as defined in Section 2.2 below.

##### **1.4 24 x7 Critical Incident Application Support**

Infor will respond to Severity 1 support incidents 365 days a year and 24 hours per day. This service will also be available during holidays observed by Infor. When Licensee requests assistance regarding a Severity 1 issue outside of Infor Support coverage hours or during locally observed holidays, the request will be routed to an open Infor Support center or to the on-call resource. Severity 1 incidents will be worked within the applicable Infor Premium Support Plan or Customer Success Plus Program terms, until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered to Severity 2 or below.



## 1.5 Critical Solution Notification

The Infor Support Portal enables each Designated Contact to develop a unique profile. "Designated Contact(s)" means a Licensee's contact(s) that has a thorough understanding of the specific Subscription Software, along with applicable technical knowledge, required to assist in troubleshooting and the timely resolution of incidents. Each Designated Contact may also choose to sign up for knowledge base articles that may be of particular interest. When Infor develops a knowledge base article for a critical incident, the Designated Contact can receive notifications about its availability and how to access it.

## 2. Resolution of Support Incidents

### 2.1 Initiation of an Incident

The Designated Contact may contact the Infor Support team via telephone or may log an incident online via the Infor Support Portal to initiate a Support request referred to as an "incident".

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged with the Infor Support Portal that is related to the Subscription Software or information requests about our Cloud Premium Support Plan or Customer Success Plus Program, and options.

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Subscription Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps if any, and applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

### 2.2 Severity Levels

The Designated Contact will use reasonable business judgment to identify the severity of the Support incident according to the following severity level descriptions:

- (a) **Severity 1 – Production Down/Critical.** The production instance of the Subscription Software is not available, or the Subscription Software is available but a critical application failure has occurred and business processes are halted. There are no workarounds available. Severity 1 issues that occur after standard Support Services hours must be reported by telephone.
- (b) **Severity 2 – High.** The operation of the Subscription Software or a critical business process or is impaired, causing a serious disruption of a major business function, a serious impact on daily functions or processing, and there is no acceptable workaround.
- (c) **Severity 3 – Medium.** Non-critical issues with the Subscription Software. You are able to access and use the Subscription Software, and there is an acceptable workaround for the issue.
- (d) **Severity 4 – Low.** An inquiry and/or low impact issue that does not require immediate attention. This includes cosmetic issues on screens, errors in documentation, or a request regarding the use of the Subscription Software.

### 2.3 Response

Infor shall use commercially reasonable efforts to meet the Response Targets set forth below. Infor calculates Response Targets as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor's first value-added communication.

For Licensees that have purchased the Infor Premium Support Plan, Infor will make commercially reasonable efforts to respond to Severity 1 incidents within one (1) hour during scheduled business hours; for Severity levels 2-4, Infor will make commercially reasonable efforts to respond within two (2) hours during scheduled business hours.

For Licensees that have purchased the Infor Customer Success Plus Program, Infor will make commercially reasonable efforts to respond to Severity 1 incidents within thirty (30) minutes during

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scheduled business hours; for Severity levels 2-4, Infor will make commercially reasonable efforts to respond within one (1) hour during scheduled business hours.

#### **2.4 Resolution**

A resolution can be, without limitation, an answer that resolves a Support incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the criticality of the Support incident. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within Infor and the Licensee. The nature of this process makes providing specific target resolution times difficult. As Infor progresses through the troubleshooting process in an effort to resolve the issue, Infor works to provide regular updates and strives to allow Licensee to continue doing business.

#### **2.5 Escalation**

Most Support incidents are best resolved through Infor's standard operating procedures. If you believe that a particular Support incident requires a higher level of attention, Licensee should contact the regional Infor Support Center and request that a Support Manager become involved. Escalation or routing of Support incidents outside of standard procedures is reserved for issues that warrant a higher degree of attention, and such escalation is not appropriate for all Support incidents. If escalation is requested, Infor will notify the appropriate Support Manager. The Support Manager will act promptly to assess the situation, contact Licensee to discuss a resolution plan, identify required resources, and implement the agreed upon resolution plan.



**EXHIBIT 4 TO ORDER FORM**  
**BIRST SUPPORT GUIDELINES AND SERVICE LEVEL OBJECTIVES**

# Birst Support Guidelines and Service Level Objectives by Tier

February 2017



Connect to a New Level of Trusted Analytics.

## BIRST SUPPORT GUIDELINES AND SERVICE LEVEL OBJECTIVES (SLOS)

We strive to support a highly-available, scalable and dependable business intelligence platform. Birst support defines and measures certain service level objectives (SLOs) to easily incorporate into your existing corporate service frameworks. Providing these simple and measurable objectives presents your internal business users and IT department with a transparent framework for understanding how Birst customer success and support will work with you.

## ACCESS TO BIRST SUPPORT PORTAL

Birst production customers with a support portal account have access to file a support ticket. If you do not have a support portal account, please contact the Birst Admin at your company who does to proceed. This document is meant to help customers select the right severity and urgency level for cases. Moreover, this document will discuss response and resolution time for each severity based on the Support level for which your organization has contracted with Birst.

## BIRST SUPPORT TEAM LOCATION & AVAILABILITY

The support team is located at Birst corporate headquarters in San Francisco, California with presence in India and elsewhere around the world too. Depending on your contracted Support level and location, our Support organization is available to help you for the hours outlined below.



## STATUS OF SUPPORT CASE

**New:** Default status assigned when a case is created.

**In Process:** Support engineer assigned and working a case.

**Waiting-Customer Response:** Action required by customer. Support is awaiting a response in order to continue troubleshooting the case.

**Resolved-Please Confirm:** Action required by customer. Support believes case is resolved and requires customer confirmation. Please note, "resolved" does not mean case closed. However, if customer does not respond after a period of time, the case will then automatically be closed.

**Resolved-Code Change Requested:** Support has filed a case with engineering for a fix/enhancement into a Birst production release. Please note, "resolved" does not mean case closed. Customer will be notified of resolution when code change has been scheduled for a production release.

**Closed:** Case will be marked closed upon customer confirmation. Customer can close a case directly through the support portal by themselves.

## SERVICE LEVEL DEFINITIONS

**Service Availability:** This is measured as the % of time the service is available, outside of scheduled maintenance periods.

**System Response Time:** The amount of time in seconds, it takes to log into the Birst system.

**Support Response Time:** The amount of time it takes in minutes, for Birst support to respond to new support incidents.

**Support Availability:** Birst support is available as defined below by the various Support Levels below.

**Maintenance Notification Time:** The minimum time in hours, for announcement of a scheduled maintenance event, occurring inside a scheduled maintenance period.

**Scheduled Maintenance Periods:** Regularly scheduled maintenance windows, occurring on a periodic basis.

**Proactive Outage Notification:** The amount of time to inform the customer of service issues in hours.

**RFO Reporting:** The amount of time for Birst to report reason for outage findings and mitigation steps.



## BASIC SUPPORT

Basic Support is offered to all customers who have contracted with Birst to use its Birst Professional version. Basic Support entitles customers to:

- 1 Support during Local Business Hours.
- 2 1 named Support Contact.
- 3 Access to Support monitored Community Space.

SEVERITY LEVEL	DESCRIPTION	TARGET RESPONSE TIME
<b>Critical</b> [24/7 Support Available]	Severe business impact due to a non-functioning Birst feature.	4 Hours
<b>Non-Critical</b> [Local Business Hours Support Available]	A non-critical question about Birst functionality	1 Business Day

## STANDARD SUPPORT

Standard Support is offered to all customers who have contracted with Birst to use its Birst Enterprise edition. Standard Support entitles customers to:

- 1 24x5 support for all S0/S1 level incidents
- 2 Local business hour support for all S2/S3/S4 incidents
- 3 2-4 Named Support Contacts, depending on contract size
  - a Primary Contract <\$100,000 per year entitles customer to 2 named Support contacts
  - b Primary Contract \$100,000-\$250,000 per year entitles customer to 3 named Support contacts
  - c Primary Contract >\$250,000 per year entitles customer to 4 named Support contacts

SEVERITY LEVEL	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
<b>S0: No Access to Birst System meltdown</b> [24/5 Support Available]	S0 Severity refers to a situation when NONE of the Birst Spaces are available for use. Birst Spaces are down or unavailable. A critical part of Birst functionality is unavailable or not working as documented or is inaccessible resulting in disruption of work.	2 Hours	8 Hours
<b>S1: Space Down</b> Need immediate assistance [24/5 Support Available]	S1 Severity refers to a situation when one or more Birst Space is unavailable OR there is a blocking production issue affecting all users that does not have any workaround. A critical part of Birst functionality is unavailable or not working as documented or is inaccessible resulting in disruption of work.	4 Hours	16 Hours
<b>S2: Major Issue</b> Help me now [Local Business Hours Support Available]	S2 Severity refers to a situation that significantly impacts performance for most users OR when major functionality is impacted for some or all users OR when work cannot be done in a non-production environment. Functionality works but performance is highly degraded beyond reasonable considerations OR the functionality is a critical piece of the business solution and not having it will reduce the value proposition of the Birst solution. No reasonable workaround is available.	8 Hours	5 Business Days
<b>S3: Normal</b> Take a look please [Local Business Hours Support Available]	S3 issues refer to an issue that affects some but not all users. A short-term workaround is available but may not work out in the long term. The problem affects a non-critical functionality.	1 Business Day	7 Business Days
<b>S4: Low</b> I am surviving but need assistance [Local Business Hours Support Available]	S4 refers to information request related to application capabilities, installation (Appliance) or configuration and minor problems not affecting service functionality. Missing or erroneous documentation. Technical questions related to Product Features.	2 Business Days	10 Business Days



## PRIORITY SUPPORT

Priority Support is offered for an additional fee to customers who have contracted with Birst to use its Birst Enterprise edition. Priority Support entitles customers to:

- 1 24x7 support for all S0/S1 level incidents
- 2 24x5 for all S2/S3/S4 incidents
- 3 Up to 6 Named Support Contacts
- 4 Up to 2 named users for Birst's online training in its Learning Management System
- 5 Up to 5 hours per quarter of Developer Support
- 6 Quarterly Upgrade Readiness Consultations
- 7 1 complementary ticket to Birst FORWARD

SEVERITY LEVEL	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
<b>S0: No Access to Birst System</b> meltdown [24/7 Support Available]	S0 Severity refers to a situation when NONE of the Birst Spaces are available for use. Birst Spaces are down or unavailable. A critical part of Birst functionality is unavailable or not working as documented or is inaccessible resulting in disruption of work.	1 Hour	4 Hours
<b>S1: Space Down</b> Need immediate assistance [24/7 Support Available]	S1 Severity refers to a situation when one or more Birst Space is unavailable OR there is a blocking production issue affecting all users that does not have any workaround. A critical part of Birst functionality is unavailable or not working as documented or is inaccessible resulting in disruption of work.	2 Hours	8 Hours
<b>S2: Major Issue</b> Help me now [24/5 Support Available]	S2 Severity refers to a situation that significantly impacts performance for most users OR when major functionality is impacted for some or all users OR when work cannot be done in a non-production environment. Functionality works but performance is highly degraded beyond reasonable considerations OR the functionality is a critical piece of the business solution and not having it will reduce the value proposition of the Birst solution. No reasonable workaround is available.	4 Hours	3 Business Days
<b>S3: Normal</b> Take a look please [24/5 Support Available]	S3 issues refer to an issue that affects some but not all users. A short-term workaround is available but may not work out in the long term. The problem affects a non-critical functionality.	8 Hours	5 Business Days
<b>S4: Low</b> I am surviving but need assistance [24/5 Support Available]	S4 refers to information request related to application capabilities, installation (Appliance) or configuration and minor problems not affecting service functionality. Missing or erroneous documentation. Technical questions related to Product Features	12 Hours	8 Business Days

## STANDARD SUPPORT, RETIRED

This level of support was offered to all Birst customers until January 31, 2017 and is still in effect for customers that:

- 1 Are still in the initial contract term of their relationship with Birst and
- 2 Have an effective date of their initial contract with Birst of January 31, 2017 or earlier.

The Support Level Objectives and other definitions for Standard Support, Retired are outlined below.

### Severity of Support Case

SEVERITY LEVEL	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
<b>S0: No Access to Birst System meltdown</b> [24/7 Support Available]	S0 Severity refers to a situation when NONE of the Birst Spaces are available for use. Birst Spaces are down or unavailable A critical part of Birst functionality is unavailable or not working as documented or is inaccessible resulting in disruption of work. Birst commits to providing 24x7 support to S0 and S1 issues related to a cloud outage or service interruption with the understanding that the customer will also assign dedicated resources to work with Birst Support until the issue is resolved.	1 Hour	3 Hours
<b>S1: Space Down Need immediate assistance</b> [24/7 Support Available]	S1 Severity refers to a situation when one or more Birst Space is unavailable OR there is a blocking production issue affecting all users that does not have any workaround. Birst Space is down or unavailable A critical part of Birst functionality is unavailable or not working as documented or is inaccessible resulting in disruption of work. Birst commits to providing 24x7 support to S0 and S1 issues related to a cloud outage or service interruption with the understanding that the customer will also assign dedicated resources to work with Birst Support until the issue is resolved.	4 Hours	8 Hours
<b>S2: Major Issue Help me now</b> [24/5 Support Available]	S2 Severity refers to a situation that significantly impact performance for most users OR when major functionality is impacted for some or all users OR when work cannot be done in a non-production environment. Functionality works but performance is highly degraded beyond reasonable considerations OR the functionality is a critical piece of the business solution and not having it will reduce the value proposition of the Birst solution. No reasonable workaround is available.	8 Hours	3 Business Days
<b>S3: Normal Take a look please</b> [24/5 Support Available]	S3 issues refer to an issue that affects some but not all users. A short-term workaround is available but may not work out in the long term. The problem affects a non-critical functionality.	16 Hours	5 Business Days
<b>S4: Low I am surviving but need assistance</b> [24/5 Support Available]	S4 refers to information request related to application capabilities, installation (Appliance) or configuration and minor problems not affecting service functionality Missing or erroneous documentation Technical questions related to Product Features	24 Hours	10 Business Days



### Status of Support Case

**New:** Default status assigned when a case is created.

**In Process:** Support engineer assigned and working a case.

**Waiting-Customer Response:** Action required by customer. Support is awaiting a response in order to continue troubleshooting the case.

**Resolved-Please Confirm:** Action required by customer. Support believes case is resolved and requires customer confirmation. Please note, "resolved" does not mean case closed. However, if customer does not respond after a period of time, the case will then automatically be closed.

- Auto close reminder email will be sent >
- S0- No Access to Birst: 1 Business Day
- S1- Space Down: 1 Business Day
- S2- Major Issue: 3 Business Days
- S3- Normal: 5 Business Days
- S4- Low: 5 Business Days

**Resolved-Code Change Requested:** Support has filed a case with engineering for a fix/enhancement into a Birst production release. Please note, "resolved" does not mean case closed. Customer will be notified of resolution when code change has been scheduled for a production release.

**Closed:** Case will be marked as Closed upon customer confirmation OR when customers themselves close the case directly through the support portal.

### Service Level Definitions

**Service Availability:** This is measured as the % of time the service is available, outside of scheduled maintenance periods.

**System Response Time:** The amount of time in seconds, it takes to log into the Birst system.

**Support Response Time:** The amount of time it takes in minutes, for Birst support to respond to new support incidents, as defined by incident severity level.

**Support Availability:** Birst support is available 24/7 for production blocking cases (S0 and S1) and 24/5 for all other case types (S2, S3, and S4).

**Maintenance Notification Time:** The minimum time in hours, for announcement of a scheduled maintenance event, occurring inside a scheduled maintenance period.

**Scheduled Maintenance Periods:** Regularly scheduled maintenance windows, occurring on a periodic basis.

**Proactive Outage Notification:** The amount of time to inform the customer of service issues in hours.

**RFO Reporting:** The amount of time for Birst to report reason for outage findings and mitigation steps.