



Order Form

Agreement ID: ICMOF_987
Opportunity ID: OP-04481476
Quote ID: SQB401199_1

Infor Entity ("Infor"):
Customer ("Customer" or "Licensee"):
License Agreement Name:
License Agreement Effective Date:

Infor (US), LLC
County of DuPage
Software License Agreement
November 9, 2012

This Order Form is subject to the terms of the License Agreement between the parties and, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are collectively referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

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, the parties shall apply terms logically.

Effective date of this Order Form (the "Order Form Date") shall be the last date that this Order Form is executed either by Customer or Infor, unless otherwise stated.

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

For: Infor (US), LLC

For: County of DuPage

(Infor)

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature Date

Signature Date



Order Form

Agreement ID: ICMOF_987
Opportunity ID: OP-04481476
Quote ID: SQB401199_1

Customer: County of DuPage
GL ID: US0AB
Customer Account ID: 100011670
Account Executive: Irwanto Aranadi

I. On-Premise Software

New or Additional On-Premise Software

Line	Location	Product Description	Use Restriction	Support Level
1	PROD:PROD_2019	MF Visual COBOL for Windows Compiler	1 Named Users	XTP
2	PROD:PROD_2019	MF COBOL Server Application Runtime - Windows	300 Concurrent Users	XTP
3	TEST:TEST_2019	MF Visual COBOL for Windows Compiler	1 Named Users	XTP
4	TEST:TEST_2019	MF COBOL Server Application Runtime - Windows	30 Concurrent Users	XTP

License Fee: \$87,870.00

Annual Support Fee: \$19,331.40

Initial Term of Support: Order Form Date through November 12, 2024

Fee for Initial Term of Support: \$24,839.53

The Fee for Initial Term of Support is prorated based on the estimated Order Form Date. This fee will vary based on actual Order Form Date. Unless otherwise stated, the pro-rated portion of fees will be invoiced for the last period of the Initial Support Term.

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

II. Fees and Payment Terms

Total Amount Due (before applicable taxes): \$112,709.53

Currency: US (Dollar)

Payment is due within 30 days of the date of the invoice.

The License Fee and Fee for Initial Term of Support, plus applicable taxes, will be invoiced promptly upon the Order Form Date.

Primary-Use Address**Invoice Address**

County of DuPage 421 North County Farm Road Wheaton IL 60187	County of DuPage 421 North County Farm Road Wheaton IL 60187
Wendi Wagner 630-407-5000 wendi.wagner@dupageco.org	Wendi Wagner 630-407-5000 wendi.wagner@dupageco.org

III. Additional Terms

1. Use/License Definitions if specified in the Use Restriction field can be found at <https://licensedefinitions.infor.com/>
2. Support Level Definitions:

“XT” = Infor Essential (24x5); “XTP” = Infor Premium (24x7). Program Descriptions of the XT and XTP Support plans can be found at: <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.
3. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
4. The following terms apply to any Third Party Microfocus Software licensed under the Order Form: (1) Customer may not copy or modify Third Party Software or related Documentation. Customer may only use Third Party Software in accordance with related Documentation and solely in conjunction with the On-Premise Software. (2) The Third Party Licensor is a third-party beneficiary to the Agreement with respect to its Third Party Software. In the event of unauthorized use, export or disclosure of a Third Party Software in breach of the Agreement, the Third Party Licensor and Infor shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies that may be available to them.
5. Test/Development License On-Premise Software (TEST) - For the On-Premise Software(s) specified herein and identified as limited to a Test/Development License, Infor grants Customer a Test/Development License which will remain valid for so long as Customer maintains a license to a production instance of the On-Premise Software. Customer may install one copy of the On-Premise Software specified above on a single, non-production server solely for testing/development purposes. At no time may the test/development server be used in a production environment. This Test/Development License is limited to the On-Premise Software and User Restrictions set forth on this Order Form. In the event the production license terminates, this Test/Development License shall also terminate. For the avoidance of doubt, the Test/Development License does not include a license to the source code for the On-Premise Software. If Customer maintains support for the production On-Premise Software, Customer must subscribe to the same level of support for the Test/Development license. If Customer is not subscribed to a current support plan for the production On-Premise Software, then the Test/Development license shall not be eligible for any Support Services.
6. Customer’s purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.
7. The parties agree that no shipment shall be required for On-Premise Software previously licensed to the Customer. For any new On-Premise Software licensed herein, Delivery shall be FOB Shipping Point.
8. Support renewal of Customer’s previously licensed On-Premise Software is pending, and Customer hereby consents to the renewal of Support services for such On-Premise Software and irrevocably agrees to pay the corresponding fees. Non-payment of these fees will entitle Infor to suspend Support for the On-Premise Software licensed herein until such payment is received.

9. Customer's right to use the current On Premise Software set forth below shall terminate immediately as of November 13, 2023, and all provisions set forth in the Agreement regarding license termination shall apply. Customer shall not be entitled to a refund of any fees associated with the terminated licenses.

Part # (if applicable)	On Premise Software
PROD: Wheaton-SITE-2 and TEST: Wheaton-SITE-2	
BPP-MVC	MF Visual COBOL for Windows Compiler
BPP-MVX	MF COBOL Server Application Runtime - Windows