



Infor Global Professional Services Work Order

We look forward to embarking on this professional services collaboration. The mutual obligations, responsibilities, and assumptions described herein are based upon our intent to be your preferred partner and Infor's history of successful engagements successes for thousands of customers across the world.

This "Work Order" is subject to the terms of the Cloud Services Agreement dated < _____ > ("Agreement").

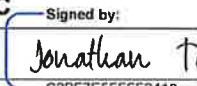
Capitalized terms not defined in this Work Order are defined in the Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Agreement, but only for the subject matter of this Work Order. This Work Order, together with the Agreement, contain the entire understanding of the parties with respect to its subject matter, and supersedes and replaces any prior oral and written communications between the parties with respect to such subject matter.

The terms specified in this Work Order are subject to change if Infor has not received a signed counterpart hereof by customer on or before; 15 September 2026.

Customer Name ("Customer"):	City of Killeen	
Infor Name ("Infor"):	Infor (US), LLC	
Work Order Effective Date ("Effective Date"):	<i>This Work Order is effective as of the later of the date last signed below or the Agreement effective date.</i>	
Infor Work Order Number(s):	OP-10287168 BP-26851	
Project/Service Name:	City of Killeen - Infor SCS SaaS Implementation	
Prepared By:	Abigail Margaret Vasquez Rob Strong	
Customer Invoice Email:	sprice@killeentexas.gov	
Customer Contact Information:	Billing Contact	Project/Service Contact
Contact Name	Sophonia Price	Sophonia Price
Street Address City/Town, State/Province/Region Zip/Postal Code Country	101 College St Killeen, Texas 76541-6105 USA	101 College St Killeen, Texas 76541-6105 USA
Phone/Fax #		
Email (Required)	sprice@killeentexas.gov	sprice@killeentexas.gov

Signature

The parties have executed this Work Order through the signatures of their respective authorized representatives as of the Effective Date.

Infor:	Infor (US), LLC	Customer:	City of Killeen
Signature:		Signature:	
Printed Name:	Jonathan Toomey	Printed Name:	Kent Cagle
Title:	Sr Operations Director	Title:	Interim City Manager
Signature Date:	04 August 2026 14:13:36 EDT	Signature Date:	



Work Order Terms

General Work Order Terms. The fees stated in this Work Order are only applicable to the Infor services (the "**Services**") expressly described in this Work Order. This Work Order and any Change Order (as defined in Change Control Process section), approved under this Work Order, define the obligations of Infor and Customer including their respective roles and responsibilities. Infor is under no obligation to provide any other Services not identified within this this Work Order or any Change Order. Services language will be in the English language only. Services documentation will be in the English language only. "**Software**" as used herein means any licensed or subscribed software by the Customer under a Software Agreement. "**Software Agreement**" as used herein means the agreement under which the Software is provided to Customer. Nothing herein shall modify the Software Agreement.

Roles and General Responsibilities.

Both parties are responsible for:

1. Providing up to date information and documents related to its obligations, requirements, and tasks.
2. Timely performing its obligations and tasks in accordance with the schedule. "Task" means any Services Work Product or activity defined in the Scope of Services and/or the Exhibit(s) as applicable
3. Managing respective third-party vendors.

Infor is responsible for:

1. Performing the Services in accordance with the Work Order and Agreement.
2. Developing the staffing plan, for which Infor has sole discretion to determine the appropriate staff members based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Individuals providing Services may have job titles which differ from the Services role(s) which they are performing.

Customer is responsible for:

1. Assigning resources empowered to complete their assigned Task(s) and perform their duties as defined in this Work Order in accordance with schedule(s). These resources, including non-Customer personnel, will be authorized to define Customer processes, policies, and requirements.
2. Purchasing its use rights to Software and active Support (if not included with the Software) for the duration of the Services and logging cases with Infor Customer Portal.
3. Procuring, administering, and maintaining all third-party hardware, software, networks, and systems not provided by Infor for the Services ("**Third-Party Items**") (e.g., printers, scanners, handheld devices, servers, etc.) that meet the published compatibility requirements for Infor Software. Customer further warrants that it has sufficient legal rights to use Third-Party Items in the delivery of Services, and to permit Infor to use those Third-Party Items to the extent necessary to provide Services.
4. Establishing access rights for Infor to applicable systems which are no greater than necessary for Infor to perform the Services and reviewing and aligning Customer security roles and classifications with Infor provided security roles and classifications, when applicable. Customer is responsible for reviewing and assessing whether security design and Work Product are sufficient for Customer requirements, such as audit, regulatory, etc.
5. Ensuring that the Scope of Services and exhibits accurately reflect then current information and conditions for Customer.

Change Control Process. Both parties must agree to any changes to this Work Order in accordance with the Change Control Process before any Services not set forth herein are performed. Without limitation, the parties shall use good faith efforts to negotiate a mutually agreeable "**Change Order**" to this Work Order at Infor's then-current rates if the Services scope, timeline, estimated level of effort, resource commitments, Customer business requirements, and/or other obligations set forth in this Work Order change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) a party fails to timely meet its obligations hereunder; or (iii) delays caused by a third party.



Service Fees Summary

Customer will pay Infor the fees ("**Service Fees**") and travel and living expenses ("**Other Expenses**") in accordance with the details below. All Service Fees and Other Expenses are in <USD>. All Service Fees and Other Expenses are exclusive of any applicable taxes, which are added to each invoice, unless otherwise specified. Customer will pay all taxes applicable to the Services. Travel and Living expenses outlined under Service Fees Assumptions and Obligations #2, Other Expenses, are not included in the fees stated herein, and are in addition to such fees.

The Service Fees in this Work Order will be billed as Fixed Service Fees. Details of all Service Fees are provided in the tables below.

Service	Service Fees (USD)
Fixed Service Fees - SCS	\$55,870.00
Total Service Fees	\$55,870.00

Service Fees Assumptions and Obligations:

- 1) **Payment Terms:** Infor shall invoice Customer according to the Agreement or Work Order, as applicable. Customer will pay Infor the amount due in each invoice within 30 (thirty) days of the date on the invoice. The payments are non-refundable. Except where explicitly stated in the Service Fee tables below, payment and invoicing is not conditioned upon delivery, acceptance or completion of Tasks contemplated herein.
- 2) **Other Expenses:** In addition to the Service Fees due hereunder, Customer will reimburse Infor for Other Expenses incurred by Infor in connection with providing the Services, if applicable, in accordance with Infor travel policy. Infor will invoice Customer separately for such Other Expenses as they are incurred.
 - a) Transportation – round-trip travel charges, fees and surcharges including mileage, ground transportation, parking and tolls.
 - b) Accommodations – secure lodging either at the property of Customer or at a suitable nearby location. If off-site, Direct Billing arrangements should be made for the Infor personnel to be billed back directly to Customer.

Meals – Travel expenses will be charged to the project in accordance with Joint Travel Regulations, using information procured from the DOD website, <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>.
 - c) Laundry, Dry Cleaning – laundry and dry-cleaning service charges incurred by the Infor personnel when onsite service days are greater than 6 days.
 - d) Telephone – local calls, toll-free connection charges, business long distance calls.

Gratuities and Service Charges – Infor personnel are allotted a total of USD \$20.00 per stay to cover door staff, bell staff, laundry, dry cleaning, and housekeeping gratuities when onsite service days are greater than 5 days. Other Incidentals, such as movies, honour bar are the responsibility of the Infor personnel.

e) Fixed Service Fees

Customer shall pay such amounts as set forth below:

Deliverable	Description	Amount
Milestone 1	SCS Implementation - Services	\$27,170.00
Milestone 2	SCS Implementation - Training	\$15,870.00
Milestone 3	SCS Online Booking/Event Packages	\$4,640.00
Milestone 4	SCS Data Migration – Future Bookings – Convention Center	\$8,190.00

Fixed Service Fees Total: \$55,870.00

Scope of Services



Scope	Assumptions
Geography	United States
Estimated Duration	3 months
Governance structure	Customer agrees to use the Infor-provided implementation and development methods, tools, and templates. Infor and Customer will collaborate on a joint Project plan and schedule, meeting cadence and Project reporting. Infor is responsible for the staffing plan, for which Infor has sole discretion to determine the appropriate resources based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Resources providing Services may have job titles which differ from the Project role(s) which they are performing.
Product & Services Scope	Global Professional Services will provide implementation and deployment of the Infor Hospitality applications to include Infor Sales and Events Management (SCS) for the below noted property, as a SaaS deployment. The consulting services team will provide the following Infor SCS implementation services: Killeen Civic & Conference Center Killeen Arts & Activities Center • The consulting services team will provide the following services as part of the onboarding package for Infor Sales and Events Management: ○ Infor will deliver data configuration worksheets to Customer for completion. These worksheets should be completed and returned within the agreed timeframe. Any delay may affect the project timeline. ○ Upon completion, Infor will provide consultation for review of the above worksheets and business processes for configuration ○ Infor will build the database inclusive of the following based on package purchased: ▪ Menus (provided by customer) ▪ Default Email templates ▪ Default Document templates plus up to three (3) additional documents will be configured using Word documents provided by the customer and inserting SCS merge fields, including configuration for up to three (3) menus and up to two (2) room diagrams. ▪ Default membership SCS settings ▪ Configure Events and/or Guest Room settings as indicated on the configuration worksheets ○ Customer to provide menus, templates, sample documents, and/or room diagrams within three (3) business days of submitting the completed workbook. Items provided after three (3) business days may be out of scope. ○ Configure online ordering packages and profiles (up to 10 packages and 10 profiles) for each center. • Infor will provide data migration services for both centers with the support of the Customer • Data needs to be presented to Infor in the format of the template, to be provided by Infor • Customer will be responsible for manual clean-up of the reservations (such as linking accounts to AR master, TA or billing requirements) and providing the file in a clean and complete fashion. This service does not include credit card details



Scope	Assumptions
	- Customer will be responsible for all data validation after data migration - Infor will provide training for SCS implementation as follows: - A remote Instructor led introductory session (up to 10 users) - Three days of Onsite Instructor led Training (Up to 10 Trainees per Session) / Travel days included - One post training Q&A session - Access to online, self-paced ISC educational materials (videos/documents/training guides) - After go-live support: - Project Manager to introduce Customer to support for support hand-off within seven (7) days after go-live. - After ten (10) business days, Project Manager will share Infor Support materials with customer via email. - Infor consultant to provide Post Go Live remote consultant sessions as follows: - One remote day (8 hrs.) at 14 days post go live date. - One remote day (8 hrs.) at 30 days post go live date.

Project Specific Assumptions and Obligations:

- Should Customer request for additional onsite and/or remote resources (e.g.: training, support, etc.) additional costs will be added via change control process.
- In order to complete the project in the most cost-effective manner, some tasks may need to be performed by Infor offsite staff members. Remote connectivity facilities will be required for any offsite project resources and should be considered as an alternative where feasible.
- Appropriate facilities will be made available to the Infor consultants while onsite at Customer. This includes a workspace, telephone, workstation and access to copy and facsimile machines. The workstation should be connected to the network and have access to Infor's systems as well as any required client software such as the Microsoft Office tools.
- Any Customer acquisitions, divestitures, or re-organization of current business units is anticipated to have a negligible impact to scope of work and availability of Customer resources. If this assumption is invalidated, re-evaluation of the proposed level of Infor consulting services is expected.
- Estimates included within this document assume that there will be no turnover of the project's key staff members. If turnover does occur, it will be necessary for the Customer and Infor Project Managers to re-evaluate the estimated timelines for potential impact and revisions.
- The Infor Project Manager will meet with Customer management via regularly scheduled project status meetings. Additional teleconferences may be requested by Customer or Infor to follow-up on open issues.
- Infor will provide consulting services for training and live support in spoken and written English.
- If additional service days are required, they will be scheduled on a resource available basis and handled via change control process.
- Class size is limited to a maximum of 8 students per training class. Under some conditions and upon the agreement of Infor, additional students may be permitted (beyond the authorized 8).

Project Exclusions:

The following tasks are not included in the scope of the engagement, unless expressly specified in this Work Order:

- Interfaces or data extracts to third party products not detailed in this Work Order.
- Additional settings or configuration not defined above.
- Configuration or training of additional modules/enhancements.



Customer Responsibilities:

Designate a person as the primary contact for Infor, who is entitled to represent Customer in all matters with reference to this agreement. The areas of responsibility of this person include (but are not limited by) the following:

- Liaison between the Infor consultants and Customer's project staff.
- Coordination of Customer resources.

Designate experienced key users who are willing to spend a considerable proportion of their working hours in ensuring the success of the project by supporting the Infor team in the following items:

- Tailoring of Customer's in-house processes
- Provision of the general technical conditions
- Ensure the Customer's data is available in a form that is appropriate to be implemented
- Confirm data quality and integrity
- Maintain internal procedures and work instructions.

Submit all equipment and system software (non-Infor software) configurations to Infor for review and approval prior to installation.

Coordination and notification to Customer 3rd Party Vendors regarding its selection of Infor Software and the interface installation plan. 3rd Party Vendors to be onsite during "go live" of the interfaces, where required.

Completion of onsite tasks during the interface installation, as requested by the Interface Installer. Customer is also responsible for the readiness and performance of the 3rd Party system that will be interfaced to the Infor application.

Provide a training room for Infor-led classroom instruction of the Customer's personnel with the following requirements:

- System infrastructure (including workstations and printer) shall be set up and accessible when Infor personnel arrive onsite and prior to the commencement of training with access to the internet
- Supply adequate training tools such as a whiteboard or flipchart, and pens and paper. One printer should be available for the printing of reports and various examples of printed documents during training.
- Make a resource available to Customer's personnel for decisions and questions regarding the system use as it relates to Customer's policies and procedures.
- Provide training to any personnel who could not attend the Infor-led training conducted in the training room.

Provide Hotel specific procedural end-user documentation, as needed.

Acquire and install all computer equipment and all cabling in accordance with Infor Minimum Hardware Specifications (as applicable) and as per the below:

- Provide said configurations to the Infor Project Manager at least 10 days prior to the anticipated installation date.
- Have installed and operational all necessary supporting hardware and software at supported release levels including network interfaces.
- Provide any networking and/or cabling services related to the Infor products except as noted in Infor responsibilities. This includes secure connectivity to 3rd party web host, if applicable.

Customer is responsible for procuring all necessary hardware as outlined in the Hardware Specifications for Workstations and Liaison. Hardware specifications are subject to change and Customer is required to validate with Project Manager upon start of project. Refer to Exhibit A.

Move all equipment to its final location following the training classes and prior to going live on the system.

Provide dedicated assistance to Customer personnel when Infor personnel are not assigned to provide assistance during live support.



Provide location specific procedural end-user documentation, as needed.

The procurement and provision of information, data, decisions and approvals within one working day of a request being made by Infor, unless Customer and Infor agree to an extended response time.

Customer is also responsible for the readiness and performance of the 3rd Party system that will be interfaced to the Infor application.

Scheduling and cancellation of scheduled services

In connection with any Work Order, Customer should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases, the closer the request is made to the need date. The parties agree that once Customer and Infor have scheduled a specific time during which Infor will provide Services under the terms of this the Agreement and/or a Work Order, Customer will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor that Customer would like to reschedule or cancel the provision of such Services at least twenty one (21) days prior to the date which Infor is scheduled to perform such Services.



Exhibit A

*Hardware Specifications for Workstations and Liaison

SaaS on premise Hardware Specifications

Customer Environment

Application & Version: HMS v2025.05.44+

Deployment Environment: AWS SaaS

Workstations and Other Hardware

User Workstations	Liaison Server
- Processor: 2.6 GHz+ - Memory: 4 GB+ RAM - Disk Storage: 40 GB+ - Network Card (1000Mbps) - Monitor with minimum screen resolution of 1600px x 900px; 1920 x 1080 is recommended for best UI experience - Windows 11 with Google Chrome	- Processor: 4vCPU - Memory: 16GB RAM - Disk Storage: 100GB - Network Card (1000Mbps) - Digi 70002323-8port (Serial Interfaces) - Windows 11 Pro x64 or 2019 x64 or 2022 x64 - Virtual and Physical servers are supported *Additional hardware is required for the Credit Card Interface such as EMV Devices. They are not represented in this configuration.

HMS Mobility

Infor HMS Housekeeping App

<i>Allows a housekeeper to view a list of rooms which they are assigned to clean for that day. The housekeeper will also have the ability to see specific guest details and update the room status of each room assigned to their section. In addition, "Infor HMS Housekeeper" allows housekeepers to flag guest rooms as 'Do not disturb', so rooms can be serviced at a later time.</i>	
Client	
- Any Android device running the latest version of Android - Search Infor HMS Housekeeper on Play Store - Any Apple device running the latest version of IOS - Search Infor HMS Housekeeper on App Store	

Infor HMS Hotel App

<i>Allows hotels using Infor Hospitality HMS to access the application via the Apple iPad for Check In, In House, Check Out, Housekeeping Update, Fast Posting Room Charges, Concierge, Lost and Found, Work Order, Arrival/Departure and other reports.</i>	
Client	
- iPad, iPad Mini (not recommended due to display size) running latest version of IOS - Search Infor HMS Hotel on App Store - Not available for Android devices	



Infor HMS Approval App

<i>Send push notifications from HMS to a supervisor when the supervisor's approval is required. Supervisors can approve or reject approval requests, resolving the need to be at a workstation. The events that can be configured for use with the Approval App include rate override, large cash payment, do not move overrides and sell option overrides.</i>	
Client	
- Any Android device running the latest version of Android - Search Infor HMS Approval on Play Store - Any Apple device running the latest version of IOS - Search Infor HMS Approval on App Store	

Infor HMS Guest Signature Capture App

<i>Allows hotel guests to sign registration cards, folios, receipts, tax invoices, lease invoices and payment tax invoices during their stay.</i>	
Client	
- iPad, iPad Mini (not recommended due to display size) running latest version of IOS - Search Infor Guest Signature Capture on App Store - Not available for Android devices	

*Note: the above specifications are subject to change and Customer should validate with Project Manager upon start of project.



Order Form

Agreement ID: ICMOF_312087
Opportunity ID: OP-10257392
Quote ID: SQB560076_1

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

Infor (US), LLC
City of Killeen
Cloud Services Agreement

This Order Form is subject to the terms of the SaaS Agreement between the parties. All terms of the SaaS Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the SaaS Agreement. Capitalized terms not defined in this Order Form are defined in the SaaS Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the SaaS Agreement, the parties shall apply terms logically.

The terms of your SaaS Agreement may differ from the terms used in this Order Form. "Subscription Services" and "Software", in the context of access rights to Infor software provided to Customer from the Infor hosted environment, refer to "Cloud Services" (as such term is used in the SaaS Agreement).

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: City of Killeen

(Infor)

(Customer or Licensee)

DocuSigned by:

Bogdan Sterian

7186D49B6A704B0...

Signature

Bogdan Sterian

Type or Printed Name

Sr. Director

Title

06 August 2026 | 03:43:48 EDT

Signature Date

Kent Cagle

Signature

Interim City Manger

Type or Printed Name

Title

Signature Date

**Order Form**

Agreement ID: ICMOF_312087
 Opportunity ID: OP-10257392
 Quote ID: SQB560076_1

Customer: City of Killeen
 GL ID: US0AB
 Customer Account ID: 100264935
 Account Executive: Suet Ting Ng

I. Software**New or Additional Software**

Line	Location	Product	Use Restriction	Support Level
1	PROD:Killeen Arts & Activities Ctr	ISC-S-SC-FSM: Infor Sales and Event Management Solution	1 SI	CXTP
2	PROD:Killeen Arts & Activities Ctr	ISC-S-INT-AUTH: Infor Sales and Event Management Solution: Credit Card Processing Interface	1 SI	CXTP
3	PROD:Killeen Civic & Conference Ctr	ISC-S-SC-FSM: Infor Sales and Event Management Solution	1 SI	CXTP
4	PROD:Killeen Civic & Conference Ctr	ISC-S-SC-ADD-OO: Infor Sales and Event Management Solution: Online Ordering Self-Service Portal	1 SI	CXTP
5	PROD:Killeen Civic & Conference Ctr	ISC-S-INT-AUTH: Infor Sales and Event Management Solution: Credit Card Processing Interface	1 SI	CXTP

Annual Subscription Fee: \$17,493.34

Initial Subscription Term: Order Form Date through 3 year(s)

Fee for Initial Subscription Term: \$52,480.02

II. Fees and Payment Terms

Total Amount Due (before applicable taxes): \$52,480.02

Currency: US (Dollar)

Payment is due within 15 days of the date of the invoice.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. 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.

Primary-Use Address	Invoice Address
City of Killeen 101 College St Killeen TX USA 76541-6105 Sophonia Price	City of Killeen 101 College St Killeen TX USA 76541-6105 Sophonia Price

(254) 501-7600
sprice@killeentexas.gov

(254) 501-7600
sprice@killeentexas.gov

III. Additional Terms

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

"CXT" = Infor Essential (24x5); "CXTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program;
"CCSP" = Infor CareFor Success Professional program; "CCFS" = Infor CareFor Success Enterprise program;
Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>
3. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
4. The Annual Subscription Fee(s) outlined in section I. (Software) represent a commercial concession granted by Infor to Customer in return for its commitment to the full duration of the Initial Subscription Term for all the Cloud Services listed in this Order Form. The subscription(s) set forth herein are in addition to any subscription(s) Customer may have purchased previously.
5. Customer's acquisition of Cloud Services or On-Premises Software licenses, where applicable, as set forth herein shall not be construed as being contingent upon, nor shall it be deemed dependent on, the provision of any consulting or implementation services that the Customer may elect to procure from Infor or any third party, whether concurrently with this Order Form or at any time thereafter.
6. In consideration for the pricing and terms under this order form, Infor may refer to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.
7. Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Software hosted in a multi-tenant environment).
8. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.

The Service Level Agreement can be found at: <https://www.infor.com/service-level-description>. While the Service Level Agreement may be changed from time to time, changes will not (i) change the Availability levels and associated credits, or the Triggering Event, (ii) decrease RPO/RTO, or (iii) cause any material decrease in the Support provided to Customer during the Subscription Term for which Customer has paid the applicable Subscription Fees.

The Information Security Plan can be found at: <https://www.infor.com/security-plan>. Changes to the Information Security Plan are allowed provided Infor maintains a comparable or better level of security in the aggregate for the Systems and Data (as defined in the Information Security Plan).



Cloud Services Agreement

Agreement ID: ICMSAAS_61541

This Cloud Services Agreement (the "Agreement") is between **Infor (US), LLC** ("Infor") and **City of Killeen** ("Customer") and entered as of the last signature date below. The parties agree as follows:

1. **Definitions.**

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

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

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

"Cloud Services" means online access to (i) Infor's hosted Software-as-a-Service application identified in the applicable Order Form, including related features and functionality (the "Application"), as well as (ii) related Support.

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

"Customer Data" means information provided, entered or uploaded by Authorized Users into the Application.

"Data" means (i) Customer Data and (ii) Customer data provided to Infor for purposes of performing Professional Services and/or Support from within Infor's environment. Data is presumed to be Confidential Information of Customer.

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

"Documentation" means the current documentation made generally available through the Infor support portal (or alternative online equivalent method) describing the features, functions, and operation of the Cloud Services.

"Information Security Plan" means the security plan at <https://www.infor.com/security-plan> setting forth the security measures with respect to the Cloud Services and Professional Services.

"Initial Subscription Term" means the initial subscription period set forth on the applicable Order Form.

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

"Order Form" means any order form signed by the parties that references this Agreement pursuant to which Customer purchases Cloud Services.

"Personal Data" means personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection laws. Personal Data is a subset of Data.

"Professional Services" is defined in Exhibit A to this Agreement. If Infor provides professional services under an existing Infor professional services agreement (as specified in the work order for such professional services) such professional services are not subject to this Agreement and all references herein to Professional Services are inapplicable.

"Professional Services Fees" means fees for Professional Services as set forth in the applicable Work Order.

"Recipient" means the party receiving Confidential Information of Discloser.

"Renewal Term" means any renewal term following expiration of the Initial Subscription Term.

"Subscription Fees" means the fees for the Cloud Services set forth on the applicable Order Form.

"Subscription Term" means the Initial Subscription Term or any Renewal Term, as applicable.

"Support" means, as more fully set out in the Order Form, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) installing, when and if generally available, Updates; and (c) using reasonable efforts to correct or circumvent any deviation between the functionality of the Cloud Services and the Documentation. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

"Third Party Offerings" means products and services that interoperate with the Cloud Services and Customer (a) develops, or has developed, for itself (outside of development through Infor tooling/APIs), or (b) licenses under such third parties' own applicable license terms.

"Updates" means generally available updates, enhancements or modifications to the then current, general release version of the Application.

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

"UserID" means a unique user identification credential used in combination with a unique password to access the Cloud Services.

2. Rights and Restrictions.

- a. **Rights Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in Infor's operating environment, the Cloud Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.
- b. **Affiliate Order Forms and Work Orders.** Affiliates of Customer may execute Order Forms and Work Orders under this Agreement, each of which shall constitute a separate, distinct and independent contract between Infor and the Customer Affiliate thereto. All references to the rights and obligations of Customer in this Agreement will apply to the Customer Affiliate that entered into such Order Form or Work Order. For clarity, such Affiliate Order Form shall be for a separate environment than existing Customer Order Forms. Infor shall only be entitled to enforce the rights and remedies under this Agreement against Affiliate in the event of a breach of such Order Form or Work Order by that Affiliate. For clarity, if the Affiliate is no longer an Affiliate of Customer, Order Forms and Work Orders signed by such Affiliate continue in effect under the terms of this Agreement.
- c. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.
- d. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Cloud Services; (ii) using the Cloud Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Cloud Services or Documentation to be used by, or disclosing all or any part of the Cloud Services or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Cloud Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Cloud Services; or (vi) providing Data that violates third party rights.
- e. **Export Restrictions.** Customer acknowledges the Cloud Services are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Cloud Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

3. Cloud Services.

- a. **User Accounts.** Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer's account. Customer will immediately notify Infor of any unauthorized use of UserIDs. UserIDs cannot be shared amongst different individuals.
- b. **Connectivity.** Customer is responsible for ensuring latency and available bandwidth from Authorized Users' devices to Infor's hosted routers are adequate to meet Customer's desired level of performance. Customer is responsible for securing connectivity to Infor's environment, including securing VPN connectivity for single tenancies.
- c. **Customizations.** Customizations are not possible in a multi tenancy. "Customizations" means modifications to the generally available Application, other than extensions via the standard user interface or tools included in the generally available Application.
- d. **Service Level Agreement.** The service level agreement at: <https://www.infor.com/service-level-description> discusses availability, scheduled maintenance, business continuity, disaster recovery, and Support.
- e. **Reservation of Rights.** Subject to the limited rights expressly granted by this Agreement, Infor and its third party licensors reserve all of their right, title and interest in and to the Cloud Services.
- f. **Abrogation of Support.** Infor has no Support obligations to the extent caused by (i) any Third Party Offerings (however, for clarity, Infor will use reasonable efforts to resolve any issue caused by any Third-Party Offering); or (ii) issues resulting from or arising out of professional services performed other than by Infor.
- g. **Infor AI.** Customer may choose to enable certain Applications offering artificial intelligence, machine learning, and/or generative AI functionality ("Infor AI") by affirmatively consenting to the Infor AI Terms and Conditions available at www.infor.com/data-protection-agreements. Such terms state Infor cannot use Infor AI inputs or outputs to train Infor AI unless Customer requests or consents. If Customer has separately executed standalone AI Terms and Conditions with Infor, upon such future enablement the definition of Infor AI in the separately executed standalone AI Terms and Conditions shall automatically be updated to include such new AI functionality. Customer can choose to disable use of previously enabled Infor AI functionality at any time via the Cloud Self Service Portal. For clarity, disabling AI functionality does not entitle Customer to a refund, and does not cancel remaining commitments under the Order Form, which remain payable.

Infor uses Infor AI in the course of providing Support. Customer Confidential Information is not used to train such Infor AI and is not stored longer than as necessary to provide the Support. Customer can request Infor to not use such Infor AI at any time via, with respect to Support, logging into the Infor Customer Portal via Infor Concierge and, under Account Settings, opting out of Support Case Analytics.

4. **Payment and Taxes.**

- a. **Fees.** Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.
- b. **Taxes.** Customer is responsible for paying all sales taxes relating to this Agreement. Applicable sales tax amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable sales tax amounts.
- c. **Invoice Dispute.** Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees in writing and in good faith and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form. However, if the parties are unable to resolve such a dispute by the due date, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

5. **Warranties.**

- a. **Limited Warranties.** Infor warrants that, during the Subscription Term, (i) the Cloud Services will operate materially consistent with the Documentation and (ii) Updates will not result in a material loss in key functionality (Updates that require a different look and feel, or manner, to achieve similar functionality, or

changes to programming language consistent with industry standards, are not a material loss in functionality). If Infor remains in breach of either such warranty after good faith efforts following Customer written notification to Infor, which notification must be given to Infor within 60 days of the alleged breach, providing reasonable detail for Infor to be able to recreate the nonconformance Customer may elect to terminate the access rights for the affected Cloud Services pursuant to Section 8b, in which case Infor shall promptly refund to Customer the portion of the Subscription Fee paid to Infor from the date of the breach for the affected Cloud Services giving rise to the warranty claim.

- b. **Abrogation of Limited Warranty.** Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) Customizations (which for clarity are only allowed in single tenancies on mutual agreement of Customer and Infor); (ii) any Third Party Offerings; or (iii) issues resulting from or arising out of professional services performed other than by Infor.
- c. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE) NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO CLOUD SERVICES OR PROFESSIONAL SERVICES. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THAT ANY CLOUD SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.**
- d. **FAILURE OF ESSENTIAL PURPOSE. THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

6. **Confidential Information.**

- a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after termination of any applicable Order Form or Work Order.
- b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.
- c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.
- d. The Data Protection Agreement for Customers V 5.24 and located at www.infor.com/data-protection-agreements is hereby incorporated by reference with the same force and effect as though fully set forth herein. The parties agree that signatures to the Agreement are deemed signatures to the Data Protection Agreement and the Standard Contractual Clauses (if applicable).

7. **Indemnity by Infor.**

- a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the Cloud Services or Work Product infringe any Intellectual Property Rights of others; or (2) resulting from disclosure of Data in breach of this Agreement or, as applicable, the Order Form or Work Order, to the extent caused by Infor's breach of the Information Security Plan or Data Protection Agreement.

- b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such Claim, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise.
- c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations (which for clarity are only allowed in single tenancies on mutual agreement of Customer and Infor); (2) any Third Party Offerings; or (3) Work Product containing Customer provided information or customized per Customer direction.
- d. If the Cloud Services or Work Product are, or in Infor's opinion are likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Cloud Services or Work Product per the terms of this Agreement and, as applicable, Order Form or Work Order; (2) replace the Cloud Services or Work Product with products or services that are substantially equivalent in function, or modify the Cloud Services or Work Product so they become non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form (with respect to Cloud Services) or Work Order (with respect to Work Product) and refund to Customer (a) with respect to Cloud Services, the un-used portion of the paid Subscription Fee, if any, for the Cloud Services giving rise to the Claim or (b) with respect to Work Product, an equitable portion of the paid Professional Services Fees with respect to such infringing Work Product. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

- a. Term. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be (Infor will notify Customer at least 30 days prior to the notice period of the Renewal Term and the next Subscription Fee). Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Following 30 business days' prior written notice, Infor reserves the right to suspend access to the Cloud Services in the event of any past due Subscription Fees.
- b. Right of Termination. If either party breaches any material obligation in this Agreement (excluding Exhibit A) and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination.
- c. Effect of Termination. Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the Cloud Services shall immediately terminate. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If an Order Form is terminated due to a breach by Infor pursuant to Section 8(b), Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then current Subscription Term following the effective date of termination.
- d. Transition Assistance. Customer may request services to facilitate the orderly wind down of the Application hosting to assist Customer or Customer's designee to transition and migrate to an alternative third party pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.
- e. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

9. LIMITATIONS OF LIABILITY.

- a. **LIMITED LIABILITY.** EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES, AND INFOR'S THIRD PARTY LICENSORS, WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) CLOUD SERVICES WILL NOT EXCEED 2 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE CLOUD SERVICES GIVING RISE TO THE LIABILITY AND/OR (2) PROFESSIONAL SERVICES WILL NOT EXCEED 2 TIMES THE PROFESSIONAL SERVICES FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY.
 - b. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES OR INFOR'S THIRD PARTY LICENSORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.
 - c. **EXCLUDED LIABILITIES.** THE TERM "EXCLUDED LIABILITIES" MEANS: (I) INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EXCEPT AS RELATED TO CLAUSE (II) FOLLOWING; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE UNDER A COMMITTED SUBSCRIPTION TERM; (IV) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; AND (V) A PARTY'S WILLFUL MISCONDUCT.
 - d. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES, AND INFOR'S THIRD PARTY LICENSORS, INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 5 TIMES THE FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED. INFOR SHALL HAVE NO LIABILITY TO THE EXTENT THE UNAUTHORIZED DISCLOSURE RESULTED FROM A THIRD PARTY OFFERING.
10. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 244 Perimeter Center Pkwy NE, Suite 400, Atlanta, GA 30346 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.
11. **Force Majeure.**
- a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a "Force Majeure Event").
 - b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within 15 days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

12. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other's prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.
13. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
14. **Choice of Law; Severability; Jury Trial.** This Agreement, and all related disputes and claims hereto, shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions thereof. Each party agrees that resolution of any dispute arising out of or relating to this Agreement shall be exclusively resolved in the United States District Court sitting at the capital of the state in which Customer maintains its principal place of business, except where that court lacks subject matter jurisdiction. The parties consent to personal jurisdiction before said court for purposes of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF THE ACTION.
15. **Usage check.** Infor will check usage of Customer's compliance with this Agreement and Order Forms. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional usage or, if none, Infor's then current rates for such usage.
16. **Independent Contractors.** Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.
17. **Insurance.** During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.
18. **Compliance with Laws.** In relation to the Cloud Services and Professional Services, each party will comply with Applicable Law, as applicable to it. Cloud Services or Professional Services do not include or consist of legal advice or consulting with respect to matters of legal or regulatory compliance. Infor shall have no obligation or liability whatsoever for any loss, damage, cost or expense incurred by Customer as a result of Customer's failure to comply with the laws and regulations applicable to its business.
19. **Feedback.** Customer may provide suggestions, enhancement requests, recommendations or other feedback about the Cloud Services, Professional Services or Work Product to Infor ("Feedback"). If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer.
20. **Miscellaneous.** This Agreement together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings, including but not limited to proposals, presentations, and demonstrations, between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution

of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

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

For: Infor (US), LLC

(Infor)

DocuSigned by:

Bogdan Sterian

7186D49B6A704B0...

Signature

Bogdan Sterian

Type or Printed Name

Sr. Director

Title

06 August 2026 | 03:43:48 EDT

Signature Date

For: City of Killeen

(Customer or Licensee)

Signature

Kent Cagle

Type or Printed Name

Interim City Manager

Title

Signature Date

Customer Address for Notices

101 College St

Address 1

Address 2

Address 3

Address 4

Killeen, TX, 76541-6105

City/State/Postal Code

Exhibit A
(Professional Services)

Infor's provision of Professional Services is subject to this Agreement, including the additional terms below.

1. Definitions.

"Professional Services" means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Cloud Services.

"Work Order" means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therefore.

- 2. Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor's then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.
- 3. Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least 4 weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for any related travel and living expenses to the extent such travel and living expenses are non-refundable.
- 4. Conditions on Providing Professional Services.** Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the "Work Product"); however, to the extent such Work Product contains Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates. Customer acknowledges and agrees it shall be solely responsible for any third-party contractors, consultants, or vendors ("Customer Contractors") Customer engages in connection with professional services, and Infor shall have no liability for the acts or omissions of any Customer Contractors, nor for any professional services delays, changes, or impacts caused directly or indirectly by Customer Contractors.
- 5. Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable sales taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.
- 6. Limited Professional Services Warranty and Remedy for Breach.** Infor warrants it will render all Professional Services with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor's provision of the Professional Services that are subject to the warranty claim.
- 7. Right of Termination.** If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Subscription Term or other Work Orders on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.