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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

July 29, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source/Retroactive

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **sole source, retroactive contract** for software maintenance and support services for NHFIRST Enterprise Resource Planning (ERP) with Infor (US), Inc. (formerly Lawson Software) of St. Paul, Minnesota, Vendor Number 227989, for a total cost not to exceed $7,292,652.59. Retroactive effective from July 1, 2016 to June 30, 2026, upon Governor and Council approval. **100% General Funds**

Funds are available in SFY 2017 and are anticipated to be available with the passage of the biennial budgets, for FY 2018 through FY 2026 in the following account:

01-14-14-142010-13700000 Dept. of Admin Services – Financial Data Mgt.
038-500177 Technology-Software – Software License / Maint.

	Fiscal Year	Amount
	2017	$666,012.64
	2018	$679,332.89
	2019	$692,919.55
	2020	$706,777.94
	2021	$720,913.50
	2022	$735,331.77
	2023	$750,038.41
	2024	$765,039.17
	2025	$780,339.96
	2026	$795,946.76
Total	**2017-2026**	**$7,292,652.59**

EXPLANATION

The reason for the **retroactive** date of July 1, 2016 is due to negotiations going beyond the end date of the original contract which was June 30, 2016. The rates were negotiated down from Infor (US), Inc.'s standard 6% annual "uplift" to just over 2%, representing approximately $750,000 in savings over the 10 year term of the contract. This is a **sole source** contract because only Infor (US), Inc., as the software publisher, can provide the support of the existing functionality, program fixes, and functionality enhancements of their ERP software. The original 2006 contract included the ERP software delivery and maintenance services for a period of ten years, was approved by Governor and Council on April 19, 2006, Item 25B, ended on June 30, 2016. This contract is a fixed price contract with the software publisher, locking in the cost of support for the 10 year period of July 1, 2016 through June 30, 2026.

In 2005, the State established a capital appropriation to acquire and implement an Enterprise Resource Planning system (ERP) to replace multiple systems that supported the administrative functions of budgeting, general ledger accounting, procurement, accounts payable, accounts receivable, grants accounting, treasury, personnel administration, human resources and recruiting, employee benefits, employee time and leave reporting, and payroll.

After a competitive bidding process, the State selected and was approved to acquire the Lawson ERP system and to engage a third party implementation service. The State launched the NH FIRST project in 2006.

In 2009, Phase 1 of the NH FIRST project was completed which replaced the State's budgeting, general ledger accounting, procurement, accounts payable, and treasury systems and introduced for the first time systemic support for the functions of accounts receivable, and automated grants accounting/cost recovery processing.

In July, 2011, the State established a capital appropriation in support of the NH FIRST Phase 2 project to complete the implementation of the Lawson Enterprise Resource Planning system (ERP). Phase 2 included personnel administration, human resources and recruiting functions, employee benefits, employee time and leave reporting, and payroll.

After a competitive bidding process, the State selected and was approved to engage directly with Lawson Professional Services (which has since been acquired by Infor (US), Inc.) to acquire implementation services for Phase 2. This item was approved by the Executive Council (Item #11C) on August 10, 2011. Subsequent to said approval, the State and Infor (US), Inc. developed an aggressive plan to implement all of the Phase 2 functions within 18 months. The NH FIRST Phase 2 project was launched in September, 2011 and implemented in February 2013.

Based on the foregoing, I am respectfully recommending approval of this contract with Infor (US), Inc.

Respectfully submitted,

Joseph Bouchard, Asst. Comm.

for Vicki V. Quiram
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 10, 2016

Vicki V. Quiram, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Quiram:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services' request to enter into a contract as described below and referenced as DoIT No. 2016-122.

> To enter into a contract with Infor (US), Inc. (formerly Lawson Software) of St. Paul, Minnesota for software maintenance and support services for NHFIRST Enterprise Resource Planning (ERP). The amount of the contract is $7,292,652.59 effective upon Governor and Council's approval through FY2026.

A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Council for approval.

Sincerely,

Denis Goulet

DG/mh
Contract 2016-122
cc: Charles Russell, DAS

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301-6312	
1.3 Contractor Name Infor US Inc		1.4 Contractor Address 641 Avenue of the Americas New York, NY 10011	
1.5 Contractor Phone Number (864) 313-3299	1.6 Account Number 010-014-1370-038	1.7 Completion Date June 30, 2026	1.8 Price Limitation $7,292,652.59
1.9 Contracting Officer for State Agency Vicki V. Quiram		1.10 State Agency Telephone Number (603) 271-3201	
1.11 Contractor Signature Bradford E. Steiner		1.12 Name and Title of Contractor Signatory Bradford E. Steiner Secretary and Deputy General Counsel	

1.13 Acknowledgement: State of Massachusetts, County of Middlesex

On August 2nd, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public ~~or Justice of the Peace~~

[Seal] Sandra E. Fowler

SANDRA E. FOWLER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 4, 2019

1.13.2 Name and Title of Notary or Justice of the Peace

Sandra E. Fowler

1.14 State Agency Signature Joseph Bouchard Date: 8/11/16	1.15 Name and Title of State Agency Signatory Joseph Bouchard, Assistant Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/11/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

BES

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials BES
Date 8/2/2016

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials BES
Date 8/2/2016

STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

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STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	The documentation consisting of both the P-37Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of

	the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the INFOR for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
INFOR	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency** – *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service.

	Class C Deficiency – *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.

Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by INFOR as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of

	Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software Deliverables	The COTS Software provided under this Contract and any Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire **Department of Administrative Services** **25 Capitol Street** **Concord, NH 03101**

	Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Sub INFOR	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: **(1)** consistent with Statement of Work within statement of Services; **(2)** not constitute a new assignment; and **(3)** not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and

	Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which INFOR is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Administrative Services ("State"), and Infor (US), Inc. ("Infor"), a New York, NY Corporation, having its principal place of business at 641 Avenue of the Americas, New York, NY 10011.

Renewal of maintenance services provided by the ERP COTS Software Provider under Contract 2006-15-2.

RECITALS

The State desires to have INFOR continue to provide ongoing maintenance and associated support services for the State;

INFOR wishes to continue to provide maintenance services as the ERP COTS Software Provider to the State of New Hampshire.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (**2016-122**) is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - Exhibits
- Exhibit A- Statement of Work
- Exhibit B- Price and Payment Schedule
- Exhibit C- Special Provisions
- Exhibit D- Administrative Services
- Exhibit E- Warranties
- Exhibit F- Contractor Quote/Proposal, by reference
- Exhibit G- Certificates and Attachments

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective July 1st, 2016 after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through 10 years. The Term may be extended up to 2 (two) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

INFOR shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of INFOR's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price is identified in Part 1, P37, block 1.8 Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule.*

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. INFOR shall not be responsible for any delay, act, or omission of such other vendors, except that INFOR shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of INFOR.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both INFOR and State personnel. INFOR shall provide all necessary resources to perform its obligations under the Contract. INFOR shall be responsible for managing the Project to its successful completion.

4.1 THE VENDOR'S CONTRACT MANAGER

INFOR shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. INFOR's Contract Manager is:

Keri Bourgoin
Subscription Services Manager
13560 Morris Road
Suite 4100
Alpharetta, GA 30004
Tel: 864-313-3299
Email: keri.bourgoin@infor.com

4.2 THE VENDORS PROJECT MANAGER

Does not apply to this contract.

4.3 INFOR KEY PROJECT STAFF

4.3.1 INFOR's "Customer Care Team" means certain Infor employees who are responsible for creating and updating incidents that have been reported via the telephone, managing access to the Infor Xtreme Portal, and generating license keys for Licensees.

4.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Charles S. Russell
Director, Financial Data Management
Department of Administrative Services
25 Capitol Street, Rm 430
Concord, NH 03301
Tel: (603) 271-1500
Fax: (603) 271-3621
Email: Charles.Russell@nh.gov

4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

a. Leading the Project;
b. Engaging and managing all vendors working on the project;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;
e. Invoice sign-offs;
f. Review and approval of change proposals;
g. Managing stakeholders' concerns.

The State Project Manager is:

Alexander M. Stone
Financial Data Administrator II, Financial Data Management
Department of Administrative Services
25 Capitol Street, Room 427A
Concord NH, 03301
Tel: 603-271-2844
Fax: 603-271-3621
Email: Alexander.Stone@nh.gov

5. DELIVERABLES

5.1 INFOR RESPONSIBILITIES

INFOR shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

INFOR may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. INFOR must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider Infor/Laws onto be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

INFOR shall provide the State with the Deliverables and Services in accordance with the Infor Support Operations Handbook, and as more particularly described in Contract Exhibit A: *Statement of Work*. Upon its submission of a Deliverable or Service, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

6. SOFTWARE

Does not apply to this contract.

7. SERVICES

INFOR shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Statement of Work.

7.1 ADMINISTRATIVE SERVICES

INFOR shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 WARRANTY SERVICES

INFOR shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit E: Warranties.

8. CHANGE ORDERS

Does not apply to this contract.

9. INTELLECTUAL PROPERTY

9.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with INFOR.

9.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 INFOR'S MATERIALS

In accordance with the provision of this Contract, INFOR shall not distribute any products containing or disclose any State Confidential Information. INFOR shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by INFOR employees or third party consultants engaged by INFOR.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

9.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

9.5 CUSTOM SOFTWARE SOURCE CODE

Should any custom source code be developed, INFOR shall provide the State with a copy of the code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, and non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

9.6 SURVIVAL

This Contract Agreement Section 9: *Intelectual Property* shall survive the termination of the Contract.

10. USE OF STATE'S INFORMATION, CONFIDENTIALITY

10.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, INFOR may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (*see e.g. RSA Chapter 91-A: 5 *Exemptions).* INFOR shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for INFOR's performance under the Contract.

10.2 STATE CONFIDENTIAL INFORMATION

INFOR shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to INFOR in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing

party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. INFOR shall immediately notify the State if any request, subpoena or other legal process is served upon INFOR regarding the State Confidential Information, and INFOR shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, INFOR shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.3 INFOR CONFIDENTIAL INFORMATION

Insofar as INFOR seeks to maintain the confidentiality of its confidential or proprietary information, INFOR must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that INFOR considers the Software and Documentation to be Confidential Information. INFOR acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by INFOR as confidential, the State shall notify INFOR and specify the date the State will be releasing the requested information. At the request of the State, INFOR shall cooperate and assist the State with the collection and review of INFOR's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be INFOR's sole responsibility and at INFOR's sole expense. If INFOR fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to INFOR, without any liability to INFOR.

10.4 SURVIVAL

This Contract Agreement Section 10: *Use of State's Information, Confidentiality* shall survive termination or conclusion of the Contract.

11. LIMITATION OF LIABILITY

11.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to INFOR shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

11.2 INFOR

Subject to applicable laws and regulations, in no event shall INFOR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and INFOR's liability to the State shall not exceed the fees the State actually paid to Infor under this Contract.

Notwithstanding the foregoing, this limitation of liability shall not apply to INFOR's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: Indemnification and Section 10, Use of State's Information, Confidentiality.

11.3 STATE'S IMMUNITY

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

11.4 SURVIVAL

This Section 11: *Limitation of Liability* shall survive termination or Contract conclusion.

12. TERMINATION

This Section 12: *Termination* shall survive the termination or Contract conclusion.

12.1 TERMINATION FOR DEFAULT – As specified in the Contract Agreement-General Provisions Section 8.

12.2 TERMINATION FOR CONVENIENCE

Does not apply to this contract.

12.3 TERMINATION FOR CONFLICT OF INTEREST

12.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if INFOR did not know, or reasonably did not know, of the conflict of interest.

12.3.2 In the event the Contract is terminated as provided above pursuant to a violation by INFOR, the State shall be entitled to pursue the same remedies against INFOR as it could pursue in the event of a default of the Contract by INFOR.

12.4 TERMINATION PROCEDURE

12.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require INFOR to deliver to the State any State property.

12.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, INFOR shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of INFOR and in which the State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that INFOR has surrendered to the State all said property.

13. CHANGE OF OWNERSHIP

In the event that INFOR should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with INFOR, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with INFOR, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to INFOR, its successors or assigns.

14. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

14.1 INFOR shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

14.2 INFOR shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Sub INFOR's, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve INFOR of any of its obligations under the Contract nor affect any remedies available to the State against INFOR that may arise from any event of default of the provisions of the contract. The State shall consider INFOR to be the

sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14.3 Notwithstanding the foregoing, nothing herein shall prohibit INFOR from assigning the Contract to the successor of all or substantially all of the assets or business of INFOR provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that INFOR should change ownership, as permitted under Section 13: Change of Ownership, the State shall have the option to continue under the Contract with INFOR, its successors or assigns for the full remaining term of the Contract; continue under the Contract with INFOR, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to INFOR, its successors or assigns.

15. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	INFOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Keri Bourgoin Subscription Services Manager	Alexander M. Stone State Project Manager (PM)	5 Business Days
First	Jeff Koontz Manager,	Charles (Sid) Russell Director	10 Business Days

	Subscription Services		
Second	Jeff Koontz Manager, Subscription Services	Vicki Quiram Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

16. REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

16.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), INFOR understands and agrees to the following rules:

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall INFOR access or attempt to access any information without having the express authority to do so.

c. That at no time shall INFOR access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relate to system entry/access. Any policies, procedures, and agreements referenced in this Section 16.1(c) must be provided to Infor personnel in advance in order for such personnel to be bound by these policies, procedures and agreements.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times INFOR must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by INFOR. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if INFOR is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

16.2 EMAIL USE
Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems." INFOR understands and agrees that use of email shall follow State standard policy (available upon request).

16.3 INTERNET/INTRANET USE
The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

16.4 REGULATORY GOVERNMENT APPROVALS
INFOR shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

17. GENERAL PROVISIONS

17.1 INSURANCE CERTIFICATE
The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, and name of the individual responsible for the funding of the contracts and his/her address.

17.2 EXHIBITS
The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

17.3 VENUE AND JURISDICTION
Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.4 SURVIVAL
The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and Section 10: Use of State's Information, Confidentiality and Section 12: Termination which shall all survive the termination of the Contract.

17.5 FORCE MAJEURE
Neither INFOR nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs,

riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include INFOR's inability to hire or provide personnel needed for INFOR's performance under the Contract.

17.6 NOTICES

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO INFOR:	TO STATE:
Gregory Giangiordano	Charles S. Russell
General Counsel	Director of Financial Data Management
13560 Morris Road	Department of Administrative Services
Suite 4100	25 Capitol Street
Alpharetta, GA 30004	Concord, NH 03301
Tel: 864-313-3299	Tel: (603) 271-1500

STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 3 - EXHIBIT A
STATEMENT OF WORK

1. PROJECT OVERVIEW

The general scope of the project is to provide maintenance and support services provided by the ERP COTS Software Provider.

2. STATEMENT OF WORK

The support and maintenance to be provided by INFOR is more fully described in the INFOR Support Operations Handbook, included in Exhibit G Attachment 1. Support requirements include, but are not limited to, the following provisions:

2.1 System Maintenance

INFOR shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date. INFOR will not be responsible for maintenance or support for Software developed or modified by the State.

INFOR shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2.2 System Support

INFOR will be responsible for performing on-site or remote technical support in accordance with the Infor Support Operations Handbook.

2.3 Licenses

Does not apply to this contract.

2.4 Website

The ERP COTS Software Provider shall provide the State's designated contacts access to a customer support website that will allow the State to download program updates, general maintenance releases, selected functionality releases, patches, and Documentation.

2.5 Services

(a) Types of Services. Subject to the State paying the applicable fee for Support hereunder for a particular Component System, Infor shall (a) provide the State with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) Third Party Products. With respect to Third Party Products, Infor's provision of Support will be limited to providing the State with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) Restrictions. Infor shall have no obligation to provide Support if the State fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, the State agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by the State, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

This is a Firm Fixed Price (FFP) Contract totaling $7,292,652.59 for the period between the Effective Date through 06/30/2026. INFOR shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow INFOR to invoice the State for the following activities, deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below.

Table 1: Maintenance, and Support Pricing Worksheet

10-year support commitment at current support level

Year	Term		10-year commitment, with annual uplifts
Year -1	07/01/2016	06/30/2017	$666,012.64
Year -2	07/01/2017	06/30/2018	$679,332.89
Year -3	07/01/2018	06/30/2019	$692,919.55
Year -4	07/01/2019	06/30/2020	$706,777.94
Year -5	07/01/2020	06/30/2021	$720,913.50
Year -6	07/01/2021	06/30/2022	$735,331.77
Year -7	07/01/2022	06/30/2023	$750,038.41
Year -8	07/01/2023	06/30/2024	$765,039.17
Year -9	07/01/2024	06/30/2025	$780,339.96
Year -10	07/01/2025	06/30/2026	$795,946.76
Total			**$7,292.652.59**

2. CONTRACT PRICE

Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period.

If applicable, the State is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock or for which the State has provided Infor with a tax exempt certificate) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Contract. Infor will invoice the State for any applicable tax amounts. Infor may terminate Support if the State has not made payments within thirty (30) days after the invoice due date. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed the price limitation in block 1.8 of the P-37 $7,292,652.59. The payments by the State of the

total Contract price shall be the only, and the complete reimbursement to INFOR for all fees and expenses, of whatever nature, incurred by INFOR in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. INFOR shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. INFOR shall only submit invoices for Services or Deliverables as permitted by the Contract.

The State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt, and in any event, payment must be made annually in advance of the start of each annual term. Invoices will not be backdated and shall be promptly dispatched prior to the start of each annual term.

Invoices shall be sent to:
Charles S. Russell
Director, Financial Data Management
Department of Administrative Services
25 Capitol Street, Rm 430
Concord, NH 03301
Tel: (603) 271-1500
Fax: (603) 271-3621

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
INFOR (US), INC
NN 7418
PO Box 1450
Minneapolis, MN. 55485-7418

5. OVERPAYMENTS TO INFOR

INFOR shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against INFOR's invoices with appropriate information attached.

STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 3 - EXHIBIT C
SPECIAL PROVISIONS

Amendment to Contract Agreement- General Provisions

This Amendment ("Amendment") modifies Amendment to Contract Agreement- General Provisions (the "Agreement") entered into between Infor (US), Inc. and the State of New Hampshire- Department of Administrative Service. All of the capitalized terms not otherwise defined in this Amendment have the same respective meanings as contained in the Agreement. The following sections replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement (for those section number(s) not contained in the original Agreement). The sections of the Agreement that are not expressly modified or replaced by this Amendment shall remain in effect pursuant to their terms.

1. **Section 8.2 is hereby deleted and replaced with the following:**

   8.2 Upon the occurrence of any Event of Default that the State intends to rely on in terminating the Contract, the State must:

2. **Section 8.2.2 is deleted entirely.**

3. **Section 8.2.3 is deleted entirely.**

4. **Section 8.2.4 is hereby deleted and replaced with the following:**
   8.2.4 Treat the Agreement as breached and pursue any remedies available at law or in equity.

5. **Section 9.1 is hereby deleted and replaced with the following:**

   9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

6. **Section 9.2 is hereby deleted and replaced with the following:**

   9.2 All data and any property which has been received from the State, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

7. **Section 13 is hereby deleted and replaced with the following:**

   13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any third party, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to

constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

1. TRAVEL EXPENSES

No travel contemplated within the scope of this Agreement.

2. SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide INFOR with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow INFOR to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

INFOR shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, INFOR shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

INFOR shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention.*

INFOR and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. INFOR and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year

period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. INFOR shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to INFOR's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

INFOR shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and INFOR shall maintain records pertaining to the Services and all other costs and expenditures.

WARRANTIES

1.1 Services

INFOR warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with the terms of the Contract.

1.2 Personnel

INFOR warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.3 Disclaimer of Warranties

Licensee acknowledges and agrees that except as expressly provided herein, INFOR makes no warranties with regard to any support and/or any other matter relating to this support agreement, and that INFOR explicitly disclaims all warranties of non-infringement, merchantability and fitness for a particular purpose. Further, INFOR expressly does not warrant that a component system or any support will be usable by licensee if the component system has been modified, or will be error free, will operate without interruption or will be compatible with any hardware or systems software configuration other than the equipment.

2. WARRANTY PERIOD

The warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 3 - EXHIBIT F
INFOR QUOTE/PROPOSAL, BY REFERENCE

INFOR Proposal dated 06/07/2016 is hereby incorporated by reference as fully set forth herein.

From: Keri Bourgoin [mailto:Keri.Bourgoin@infor.com]
Sent: Tuesday, June 07, 2016 4:07 PM
To: Stowell, Robert D
Subject: RE: Software Maintenance
Importance: High

Hi Robert

I have approval on the second set of numbers below for a total of $7 292 652 59 Can you go ahead and get the contract ready to submit by tomorrow? Please let me know if you need anything from me

Thank you!

		Increase			*Increase*
Year-1	$666,012.64			$666,012.64	
Year-2	$679,812.89	*102.07%*		$679,332.89	*102.00%*
Year-3	$693,908.35	*102.07%*		$692,919.55	*102.00%*
Year-4	$708,305.69	*102.07%*		$706,777.94	*102.00%*
Year-5	$723,011.73	*102.08%*		$720,913.50	*102.00%*
Year-6	$738,033.50	*102.08%*		$735,331.77	*102.00%*
Year-7	$753,378.16	*102.08%*		$750,038.41	*102.00%*
Year-8	$769,053.08	*102.08%*		$765,039.17	*102.00%*
Year-9	$785,065.79	*102.08%*		$780,339.96	*102.00%*
Year-10	$801,424.02	*102.08%*		$795,946.76	*102.00%*
	$7,318,005.85			**$7,292,652.59**	

Keri

infor Keri Bourgoin | Subscription Services Manager | P: 864 [illegible] | keri.bourgoin@infor.com

LICENSED SOFTWARE

Product Line	SKU	SKU Desc.		#Users	License Type
Human Resource Mgmt	HRM-BN	Benefits System	PROD	Unlimited	Concurrent Users
Human Resource Mgmt	HRM-BN	Benefits System	TEST	30	Concurrent Users
Human Resource Mgmt	HRM-BSIF	Bsi Tax Factory	PROD	2500	Users
Human Resource Mgmt	HRM-HUM	Human Resources Package	TEST	30	Users
Human Resource Mgmt	HRM-HUM	Human Resources Package	PROD	Unlimited	Users
Human Resource Mgmt	HRM-IJBP	E Recruiting Product	PROD	2500	Users
Human Resource Mgmt	HRM-LP	Absence Management	TEST	30	Concurrent Users
Human Resource Mgmt	HRM-LP	Absence Management	PROD	Unlimited	Concurrent Users
Human Resource Mgmt	HRM-PA	Personnel System	TEST	30	Concurrent Users
Human Resource Mgmt	HRM-PA	Personnel System	PROD	Unlimited	Concurrent Users
Human Resource Mgmt	HRM-PAYNA	No. American Payroll Package	TEST	30	Users
Human Resource Mgmt	HRM-PAYNA	No. American Payroll Package	PROD	Unlimited	Users
Human Resource Mgmt	HRM-QSHRM	QuickStep For HR Management	PROD	1	Server
Human Resource Mgmt	HRM-SHRP	Employee & Manager Self-Serve	PROD	Unlimited	Named Users

Human Resource Mgmt	HRM-TP	Tips System	TEST	30	Concurrent Users
Human Resource Mgmt	HRM-TP	Tips System	PROD	Unlimited	Concurrent Users
Infor ION	BPP-PAL	Lawson Process Automation	PROD	2200	CPU Cores
Lawson Business Intelligence	UPP-IA	Information Access	TEST	Unlimited	Concurrent Users
Lawson Business Intelligence	UPP-IA	Information Access	PROD	Unlimited	Concurrent Users
Lawson Business Intelligence	UPP-LBI-LEG	Lawson Business Intelligence (Cpu)	TEST	2	CPU Cores
Lawson Business Intelligence	UPP-LBI-LEG	Lawson Business Intelligence (Cpu)	PROD	16	CPU Cores
Lawson Business Intelligence	UPP-LSN	Lawson Smart Notification Full	PROD	Unlimited	Named Users
Lawson Business Intelligence	UPP-LVPNC	Lawson Viewpoint Embedded	TEST	3	CPU Cores
Lawson LGS	LAU-ESCROW	Escrow Lawson Unknown	PROD	1	Each
Lawson LGS	LAU-MIG	Migration Assistant	PROD	1	Named Users
Lawson Process Automation	BPP-PFDN	ProcessFlow Solution - Distribution	TEST	Unlimited	Device
Lawson Process Automation	BPP-PFDN	ProcessFlow Solution - Distribution	PROD	Unlimited	Device
Lawson Process Automation	BPP-PFFN	ProcessFlow Solution - Finance	TEST	30	Device
Lawson Process Automation	BPP-PFFN	ProcessFlow Solution - Finance	PROD	1	Device
Lawson Process Automation	BPP-PFHR	ProcessFlow Solution - HR	TEST	30	Device
Lawson Process Automation	BPP-PFHR	ProcessFlow Solution - HR	PROD	1	Device
Lawson Process Automation	BPP-PFI	ProcessFlow Integration	PROD	4	CPU Cores
Lawson Process Automation	BPP-PFPR	ProcessFlow Solution - Procure	TEST	1	Device
Lawson Process Automation	BPP-PFPR	ProcessFlow Solution - Procure	PROD	4	Device
Lawson Talent Mgmt	TAM-LGHPUS	Talent Mgmt Lang Pack US Eng (en)	PROD	1	Server
Lawson Talent Mgmt	TAM-LGHRP	Global Human Resources	PROD	22000	Users
Lawson Talent Mgmt	TAM-LTACQP	Talent Acquisition	PROD	12000	Users
S3 Financial	S3F-AC	Activity Management	TEST	30	Concurrent Users
S3 Financial	S3F-AC	Activity Management	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-ADB	Average Daily Balance	TEST	30	Concurrent Users
S3 Financial	S3F-ADB	Average Daily Balance	PROD	Unlimited	Concurrent Users

S3 Financial	S3F-AM	Asset Management	TEST	30	Concurrent Users
S3 Financial	S3F-AM	Asset Management	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-AP	Accounts Payable	TEST	30	Concurrent Users
S3 Financial	S3F-AP	Accounts Payable	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-AR	Accounts Receivable	TEST	30	Concurrent Users
S3 Financial	S3F-AR	Accounts Receivable	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-BB	Lease Management	TEST	30	Concurrent Users
S3 Financial	S3F-BB	Lease Management	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-GL	General Ledger	TEST	30	Concurrent Users
S3 Financial	S3F-GL	General Ledger	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-GM	Grant Management	TEST	30	Concurrent Users
S3 Financial	S3F-GM	Grant Management	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-INV	Invoice Matching	TEST	30	Concurrent Users
S3 Financial	S3F-INV	Invoice Matching	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-ML	Multi-Book Ledger	TEST	30	Concurrent Users
S3 Financial	S3F-ML	Multi-Book Ledger	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-MRB	Billing & Revenue Management	TEST	30	Concurrent Users
S3 Financial	S3F-MRB	Billing & Revenue Management	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-SLDG	Strategic Ledger	TEST	30	Concurrent Users
S3 Financial	S3F-SLDG	Strategic Ledger	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-SUP	Infor S3 Support	PROD	Unlimited	Each
S3 Other	BPP-AFI	Bars Budgeting Package	PROD	Unlimited	Named Users
S3 Other	BPP-E	Environment	TEST	999	Named Users
S3 Other	BPP-E	Environment	PROD	Unlimited	Named Users
S3 Other	BPP-ECA	Environment-Case	PROD	Unlimited	Named Users
S3 Other	BPP-ERW	Environment - 4Gl Writer	TEST	999	Named Users
S3 Other	BPP-ERW	Environment - 4Gl Writer	PROD	Unlimited	Named Users

S3 Other	BPP-LMRK	Landmark Technology Runtime	PROD	1	CPU Cores
S3 Other	BPP-LMRK-NR	Landmark Technology Runtime	PROD	1	CPU Cores
S3 Other	BPP-LSF	Lawson System Foundation	TEST	8	CPU Cores
S3 Other	BPP-LSF	Lawson System Foundation	PROD	6	CPU Cores
S3 Other	BPP-LSMT	Lawson System Monitor	PROD	Unlimited	Named Users
S3 Other	BPP-LTRM	Lawson Terminal	TEST	Unlimited	Device
S3 Other	BPP-LTRM	Lawson Terminal	PROD	Unlimited	Device
S3 Other	BPP-MNC	NetExpress Compiler	TEST	1	Concurrent Users
S3 Other	BPP-MNC	NetExpress Compiler	PROD	1	Concurrent Users
S3 Other	BPP-MNX	NetExpress App Runtime	TEST	30	Concurrent Users
S3 Other	BPP-MNXCPU	NetExpress App Runtime Unlimited	PROD	6	CPU Cores
S3 Other	BPP-XMLT	Design Studio	TEST	Unlimited	Named Users
S3 Other	BPP-XMLT	Design Studio	PROD	Unlimited	Named Users
S3 Other	S3O-CUIN	Customer Information Mobile So	PROD	Unlimited	Named Users
S3 Other	S3O-TEX	Time And Expense	PROD	Unlimited	Concurrent Users
S3 Other	UPP-MOA	Microsoft Office Add Ins	PROD	Unlimited	Named Users
S3 Other	UPP-OLEDBC	Lawson Oledb Con/Query Builder	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-BL	Billing Module	TEST	30	Concurrent Users
S3 Supply Chain	S3S-BL	Billing Module	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-EPP	Procurement Punchout	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-FAX	Fax Integrator	TEST	Unlimited	Concurrent Users
S3 Supply Chain	S3S-FAX	Fax Integrator	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-HBP	EDI for Supply Chain Management	PROD	Unlimited	CPU
S3 Supply Chain	S3S-HDI	Handheld Device Integrator	TEST	Unlimited	Concurrent Users
S3 Supply Chain	S3S-HDI	Handheld Device Integrator	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-IC	Inventory Control System	TEST	30	Concurrent Users
S3 Supply Chain	S3S-IC	Inventory Control System	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-MOBRQC	Mobile Requisitions	PROD	1	Device
S3 Supply Chain	S3S-MSCM	Mobile Supply Chain Management	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-OCMCPO	Open Comp Mobile Comp Palm Os	TEST	1	Named Users
S3 Supply Chain	S3S-OCMCPO	Open Comp Mobile Comp Palm Os	PROD	1	Named Users
S3 Supply Chain	S3S-PINV	Physical Inventory Mobile Sol	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-PO	Purchase Order System	TEST	30	Concurrent Users

S3 Supply Chain	S3S-PO	Purchase Order System	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-PROC	Procurement	TEST	30	Named Users
S3 Supply Chain	S3S-PROC	Procurement	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-RAD	Receiving And Delivery	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-RQ	Requisitions	TEST	30	Concurrent Users
S3 Supply Chain	S3S-RQ	Requisitions	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-RQC	Requisition Center	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-SCI	Customer Self-Service	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-SSRC	Strategic Sourcing	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-SSRCI	Strategic Sourcing:Inquiry	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-SVIP	Vendor Self-Service Package	PROD	Unlimited	Named Users
S3 Supply Chain	S3S-WO	Production Order	TEST	30	Concurrent Users
S3 Supply Chain	S3S-WO	Production Order	PROD	999	Concurrent Users
S3 Financial	S3F-CTM	Infor Lawson Cash and Treasury Management	TEST	30	Concurrent Users
S3 Financial	S3F-CTM	Infor Lawson Cash and Treasury Management	PROD	Unlimited	Concurrent Users
S3 Financial	S3F-FINP	Infor Lawson Financials	TEST	30	Concurrent Users
S3 Financial	S3F-FINP	Infor Lawson Financials	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-MSCM	Mobile Supply Chain Management	TEST	30	Concurrent Users
S3 Supply Chain	S3S-MSCM	Mobile Supply Chain Management	PROD	Unlimited	Concurrent Users
S3 Supply Chain	S3S-DIST	Distribution Package	TEST	30	Concurrent Users
S3 Supply Chain	S3S-DIST	Distribution Package	PROD	Unlimited	Concurrent Users

STATE OF NEW HAMPSHIRE
FINANCIAL DATA MANAGEMENT
INFOR MAINTENANCE
CONTRACT 2016-122
PART 3 - EXHIBIT G
CERTIFICATES AND ATTACHMENTS

Attached are:

- **A.** Infor Xtreme Support Summary Published November 2013
- **B.** Certificate of Vote/Authority
- **C.** Certificate of Good Standing
- **D.** Certificate of Insurance

A. Infor Xtreme Support Summary Published November 2013 is incorporated herein by reference. This document is subject to change at Infor's discretion. The then current version of the Infor Xtreme Support Summary will be available on Infor's Xtreme Support Portal.

B. Certificate of Vote/Authority

C. Certificate of Good Standing

D. Certificate of Insurance

NEW HAMPSHIRE

Corporation Division

Search
- By Business Name
- By Business ID
- By Registered Agent

Annual Report
- File Online

Guidelines
- Name Availability
- Name Appeal Process

Date: 7/22/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Infor (US), Inc.	Legal
Infor (US), Inc.	Home State
Lawson Software, Inc.	Prev Legal
Lawson Software, Inc.	Prev Home State

Corporation - Foreign - Information

Business ID:	669006
Status:	Good Standing
Entity Creation Date:	4/9/2012
State of Business.:	DE
Principal Office Address:	13560 Morris Road Suite 4100 Alpharetta GA 30004
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	3/10/2016 4:30:00 PM
Last Annual Report Filed:	2016

Registered Agent

Agent Name:	C T Corporation System
Office Address:	Sulloway & Hollis 9 Capitol Street Concord NH 03301
Mailing Address:	

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity

Certificate of Authority

CERTIFICATE

I, Bradford Steiner, Secretary and Deputy General Counsel of Infor (US), Inc., a Delaware corporation, do hereby certify that:

(1) I am the duly elected and acting Secretary of Infor (US), Inc., a Delaware corporation (the "Corporation");

(2) By resolution authorized by the Board of Directors, which was effective prior to the execution of this Certificate of Authority, Lindsay Pritchard, Associate General Counsel of the Corporation, Bradford Steiner, Secretary/Deputy General Counsel and Gregory Giangiordano, President are authorized to bind the Corporation by legal contract for the following;

That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of certain Maintenance and Support Services, and that Lindsay Pritchard, Bradford Steiner and Gregory Giangiordano be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as she may deem necessary, desirable or appropriate to accomplish the same;

That the signature of Lindsay Pritchard, Bradford Steiner or Gregory Giangiordano of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 2nd day of August, 2016.

Bradford E. Steiner
Secretary

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 2nd day of August, 2016, before me, Bradford Steiner, the undersigned Secretary, personally appeared and acknowledged himself to be the Secretary of Infor (US), Inc., a Delaware corporation, and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Sandra E. Fowler
Notary Public

My Commission Expires: April 4, 2019

SANDRA E. FOWLER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 4, 2019

140600

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Atlanta Certificate Requests
Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	PHONE (A/C, No, Ext): 404-923-3700 FAX (A/C, No): 877-362-9069 E-MAIL ADDRESS: atlcertrequest@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Federal Insurance Company	20281
INSURER B :	Chubb Indemnity Insurance Co.	12777
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Infor Enterprise Applications LP and its Subsidiaries 13560 Morris Road Suite 4100 Alpharetta GA 30004

COVERAGES **CERTIFICATE NUMBER:** 10693125 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Broad Form Property Damage X Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			35851844	11/30/2015	11/30/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			73543744 Hired Car Physical Damage-ACV	11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			79839130	11/30/2015	11/30/2016	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71718041 (All States) 71725758 (Hawaii & Idaho)	11/30/2015 11/30/2015	11/30/2016 11/30/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Vicki V. Quiram, Commissioner
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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