

an Asian-Pacific Islander-Owned Disadvantaged Business Enterprise (DBE)

(ATTACHMENT 3) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e) AND ENTER INTO A CONTRACT WITH INFOR PUBLIC SECTOR, INC. FOR THE IMPLEMENTATION OF A NEW HRMS/FIS SYSTEM AND AUTHORIZE THE PURCHASE OF SOFTWARE LICENSES AND MAINTENANCE FROM STELLAR SERVICES, INC.

<p>Purchase Order / Payment Address: Stellar Services, Inc. 70 West 36th Street, Suite 702 New York, NY 10018 Contact: Charles Romoser Email: cromoser@stellarservices.com Phone: 646-315-3358</p>	<p>WISCONSIN UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE</p>
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SOFTWARE ORDER FORM

This Order Form is subject to the terms of (a) the Milwaukee Board of School Directors Agreement dated May 26, 2017 (“Infor Agreement”) between Infor Public Sector, Inc. and Milwaukee Board of School Directors (“End User” or “Licensee”) with respect to the Infor software, (b) Attachment 1 of this Order Form for the MHC Component Systems, and (c) Attachment 2 of this Order Form for the PCI Component Systems. All terms of the Infor Agreement are incorporated herein by reference.

Whereas, Infor and End User have entered into the Infor Agreement whereby Infor agreed to provide implementation Service and Subscription Services to End User; and

Whereas, Stellar has agreed to be the distributor of the Infor, PCI and MHC perpetual software licenses; and

NOW THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Infor has authorized Stellar to distribute to the Milwaukee Board of School Directors the Subscription Software identified below.

For the avoidance of doubt, Stellar is not a party to or responsible for the Infor Agreement or any attached Exhibits, but has authority from Infor to distribute to the Licensee pursuant to the terms of that Infor Agreement.

Compensation: Total compensation for the software components and annual licensing, maintenance and support fees shall not exceed \$12,830,420.11 in the Initial Term.

**Part 1
Infor Software**

Capitalized terms not defined in this Order Form are defined in the Infor Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Infor Agreement, references herein to: “Subscription Software” and “Component Systems” shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Infor Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Programs or Licensed Programs; “Support” may be referred to in the Infor Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and “License Restriction” means any limitation on the use of the Subscription Software and may be referred to in the Infor Agreement as License Restriction or User Restriction.

I. Infor Subscription Software

	Part # (if applicable)	Subscription Software	License Restriction*	Support Level**
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			Quantity	Type	
1	S3F-S-CSPSFSM	Infor CloudSuite Public Sector Financials & Supply Management (Single Tenant)	12,384	EM	CXTE
2	S3F-S-CM	Close Management Subscription (Single tenant)	12,384	EM	CXTE
3	S3F-S-GRA	Grant Accounting Subscription (Single tenant)	12,384	EM	CXTE
4	TAM-S-CSAGHR	Infor CloudSuite HCM Global Human Resources Subscription ALC	12,384	EM	CXTE
5	TAM-S-CSATAM	Infor CloudSuite HCM Talent Management Subscription ALC	12,384	EM	CXTE
6	HRM-S-CSAPAY	Infor CloudSuite HCM HRM Payroll Subscription ALC	12,384	EM	CXTE
7	S3A-S-CSAANL	Infor CloudSuite HCM Analytics Subscription ALC	12,384	EM	CXTE
8	LMS-S-LMCORE	Learning Management Core Subscription	12,384	EM	CXTE
9	LMS-S-LMCONT	Learning Management Content Management Subscription	12,384	EM	CXTE
10	WFM-S-WP-EMPTRMGR	Workforce Platform - Employee Transaction Manager Subscription	12,384	EU	CXTE
11	WFM-S-WP-MOB	Infor WFM Mobility Subscription	12,384	EU	CXTE
12	WFM-S-WP-MFW	Workforce Platform - Workmail/Form Builder/Workflow Editor	12,384	EU	CXTE
13	WFM-S-WS-SCHBID	Workforce Scheduling - Schedule Bidding	12,384	EU	CXTE
14	WFM-S-TA-TIMEATT	Workforce Time & Attendance - Time & Attendance Subscription	12,384	EU	CXTE
15	WFM-S-WA-ATMGT	Workforce Absence - Attendance Management	12,384	EU	CXTE
16	WFM-S-WP-STD	Workforce Performance - Workforce Performance Standard Subscription	1	ET	CXT
17	WFM-S-WP-IMEX	Workforce Platform - Import Export Interfaces	1	ET	CXTE
18	EPM-S-DEPM	Infor d/EPM Subscription	400	NU	CXTE
19	MFT-S-RDP	RDP for d/EPM Subscription	5	NU	CXT
20	MFT-S-XLS	Excel for d/EPM Subscription	5	NU	CXT
21	EPM-S-BI-MAST-DEV	Infor BI ImportMaster Developer Subscription	1	NU	CXT
22	EPM-S-BI-MAST-RT	Infor BI ImportMaster Runtime Subscription	1	SV	CXT
23	XMERSUBSCR	Expense Management Subscription for Expense Reports	200	NU	CXTE
24	ION-S-PROCESSCE	Infor Xi ION Process iPaaS Platform - Multi-Tenant - Subscription	1	VCORE	CXTE
25	ION-S-MINGLECE-ENTUS	Infor Xi Ming.le Enterprise User Subscription Multi-Tenant	200	NU	CXTE
26	XMTPSUBSCR	Expense Management Subscription for Travel Plans	200	NU	CXTP
27	ION-S-PROCESSCE	Infor Xi ION Process iPaaS Platform - Multi-Tenant - Subscription	1	VCORE	CXTE
28	ION-S-MINGLECE-ENTUS	Infor Xi Ming.le Enterprise User Subscription Multi-Tenant	200	NU	CXTE
29	EXM-S-IREP	Infor Reporting for Expense Management Subscription	200	NU	CXTE

30	COG-S-IREP-ADM-MT	Infor Reporting - Web Admin Multi Tenant Cloud Enabled	1	NU	CXT
31	COG-S-IREP-CON-MT	Infor Reporting - Consumer Multi Tenant Cloud Enabled	200	NU	CXT
32	COG-S-IREP-ANU-MT	Infor Reporting - Analytics User Multi Tenant Cloud Enabled	40	NU	CXT
33	ION-S-MINGLECE-ENTUS	Infor Xi Ming.le Enterprise User Subscription Multi-Tenant	200	NU	CXTE
34	S3F-S-SRM	Strategic Sourcing/Supplier Portal Subscription (Single Tenant)	12,384	EM	CXTE
35	S3F-S-STU	Student Activity Management Subscription (Single Tenant)	12,384	EM	CXTE

*If specified in the License Restriction field:

- **“EM” = Employee** - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity). For licensing purposes, former employees and independent contractors of Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an “Anniversary”), Licensee will provide detail regarding the total number of Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.
- **“ET” = Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement
- **“EU” = End User** - Means Licensee's current (i.e. non-terminated) full-time, part-time, or seasonal employees, consultants or contractors who either (i) use the Component System directly or (ii) whose records, schedules, or related data are processed by the Component System.
- **“NU” = Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- **“SV” = Server** - Component System is licensed to a specific named (by model/serial #) server. The price of the Component System license and corresponding Maintenance & Support does not relate to the size or power of the server. If the Licensee replaces or upgrades their server, the license must be transferred to the new machine.
- **“VCORE” = Virtual Core** - Quantity represents the maximum number of virtual cores utilized by the Component System at peak times, and all virtual cores utilized must be licensed. Each Virtual Core represents one (1) hyper-threaded physical core. The architecture of each hyper-threaded physical core addresses two (2) virtual or logical central processing unit cores capable of parallel processing and sharing execution resources to help increase optimized performance. Hyper-Threading Technology (HTT) is a form of simultaneous multithreading technology (SMT) introduced by Intel and runs on Intel processors.

Support Included in Subscription Services:

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

**CXTP = Essential Support plus Critical Incident Support (“CIS”) – During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive CIS 24 hours a day x 7 days a week support for Severity 1 incidents. A Severity 1 incident means that

Licensee’s production system is not available or that the production system is available but a critical application failure has occurred, business processes are halted, and no workarounds are available. Additional information regarding Subscription Services support may be found at: <http://www.infor.com/cloud/subscription/>

**CXTE = Subscription Services Elite Support - During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive access to a Customer Success Manager. The Customer Success Manager (CSM) has a focus on the overall relationship with the Licensee. The CSM’s role is not technical in nature. The CSM will interface with the Licensee’s key stakeholders with strategic Infor contacts including Product Management and Development as needed. The CSM will have regular meetings with the Licensee that will include regular business and strategy meetings. The goal of these meetings is to review progress toward licensee’s business goals and ensure alignment with licensee’s strategic objectives. Additional information regarding deliverables of Elite Support may be found at: <http://www.infor.com/support/support-plan-features/>

Infor Subscription Term and Subscription Fees

Annual Subscription Fee for Year 1: \$1,677,165.32	
Annual Subscription Fee for Year 2: \$1,677,165.32	
Annual Subscription Fee for Year 3: \$1,677,165.32	
Annual Subscription Fee for Year 4: \$1,711,208.63	
Annual Subscription Fee for Year 5: \$1,745,932.81	
Annual Subscription Fee for Year 6: \$1,793,310.79	
Annual Subscription Fee for Year 7: \$1,852,260.12	
Initial Subscription Term: Order Form Date through seven (7) years from Order Form Date	
Fee for Initial Infor Subscription Term:	\$12,134,208.31
Following the Initial Subscription Term, Annual Escalation Percentage Cap for Renewal Terms: As applicable to the following (3) Renewal Terms, the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall not exceed 6%.	

All amounts are in US Dollars unless otherwise specified.
Currency: United States Dollars

Payment Terms

Annual Payment Terms:

MPS shall pay the Annual Infor Subscription Fee, in advance, as invoiced by Stellar. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Additional Infor Terms

1. End User’s purchase of the subscription specified herein is not contingent or dependent upon the provision of any consulting services End User may choose to purchase from Infor or Stellar contemporaneously with this Order Form or in the future.
2. Service Level Description- Service Level Description is attached to and made a part of this Order Form
3. Mobile Software Supplement -The Mobile Software Supplement attached hereto and incorporated herein (the “Mobile Supplement”), sets forth additional terms and conditions applicable to Licensee’s access to and use of the Mobile Software described in this Order Form. The terms of the Agreement are hereby amended by the

Mobile Supplement as it relates to the Mobile Software. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Supplement, the provisions of the Mobile Supplement shall govern and control.

4. Google Third Party Products:

- 1) Google, Inc. (“Google”) retains all ownership and intellectual property rights in any Google Third Party Products, including but not limited to applicable “Google Content” licensed with or otherwise accessible via any Subscription Services, Subscription Software or Component Systems provided or licensed hereunder. “Google Content” means any content provided by Google through any Google Third Party Products or services (whether created by Google or its third party provider licensors), including map and terrain data, photographic imagery, and traffic data; 2) Licensee is prohibited from publication of benchmark tests run on any Google Third Party Products; 3) Google is a third party beneficiary to this Order Form and any agreements between Licensee and Infor, which govern this Order Form; 4) In connection with the Google Third Party Products, Licensee shall at all times comply with the then current terms located at the following URLs: (i) the Google Maps / Google Earth Additional Terms of Service at: http://maps.google.com/help/terms_maps.html; (ii) the Google Maps / Google Earth Legal Notices at: http://maps.google.com/help/legalnotices_maps.html; and (iii) the Google Service’s Acceptable Use Policy at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

5. Conversion to On-Premise: After the Initial Subscription Term, in the event Infor no longer provides the Subscription Software on a Subscription Service basis, Licensee shall have the option (“Option”) of terminating its Subscription licenses and acquiring Infor’s on premise Component Systems with the same product functionality as the Subscription Software shown on this Order Form for an additional License Fee equal to \$1,176,000.00 plus applicable Support Fees. Provided that Licensee is not in breach of the Infor Agreement or any applicable Order Form, including its obligations to pay all undisputed fees when due and payable and provided that such Infor on premise Component Systems are then-currently made generally available for licensing to all Infor customers, the Licensee may exercise its Option by entering into Infor’s Software License Agreement and Software Support Agreement and, if applicable, Infor’s Software Services Agreement contemporaneously with the execution of Infor’s Order Form listing such Component Systems. Licensee’s use of the on premise Component Systems shall be governed by the terms and conditions of such agreements.

Part 2
MHC Software

II. MHC Component Systems

Software	Key Features	Inclusions	Price
Document Express Accounts Payable™	<ul style="list-style-type: none"> • Ability to add unlimited accounts • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Signature Logic • Ability to print copies manually or automatically • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting, document type, or overflow 	<ul style="list-style-type: none"> • One Site- One User Seat, One Backup Seat and One Test Seat • Utilizes Customer’s existing SQL or Oracle Database • Document Express accesses the database using ODBC • Discounted from \$11,995 list price 	\$9,995

Software	Key Features	Inclusions	Price
AP Interface	<ul style="list-style-type: none"> Interface contains FTP control, reads the Lawson AP161 or AP155 File (checks and overflow remittance) and maps the fields while loading the data into the Document Express Database 	<ul style="list-style-type: none"> Standard interface to AP161 or AP155 	\$1,000
Forms Design Accounts Payable Check and Overflow	<ul style="list-style-type: none"> Maps the fields loaded into the Document Express Database into the Customer's desired accounts payable layout May suppress items in the database from displaying on the design Ability to design form in virtually any layout including logos, signatures, MICR line and messaging. 	<ul style="list-style-type: none"> Turnkey form design layout of AP check and overflow Assistance and training setting up accounts 	\$500
Positive Pay Module for AP with Transmission	<ul style="list-style-type: none"> The Positive Pay Module generates and formats the positive pay output file into the format required by the financial institution and then transmits the positive pay file to the bank. Transmission method is bank- and customer-dependent. Reporting Tools Void Capabilities (load voids from Lawson CBTRANS) Positive Pay History Ability to concatenate multiple accounts into a single transmission saving on bank costs 	<ul style="list-style-type: none"> Fully integrated Document Express Module One bank setup for Positive Pay file formatting and transmission Discounted from \$5,995 list price 	\$4,995
AP ACH Module	<ul style="list-style-type: none"> Interfaces to the Lawson AP160 Tape File or AP161 File and formats the ACH file into format required by the financial institution and securely transmits the file to the bank Transmission method is bank- and customer- dependent Ability to concatenate multiple accounts into a single transmission saving on bank costs 	<ul style="list-style-type: none"> Fully integrated Document Express Module CCD format setup Discounted from \$5,995 list price 	\$4,995
AP ACH Addenda Record Format	<ul style="list-style-type: none"> Add-on functionality to the ACH Module EDI 820 Format Formats the additional required data into an addenda record format 	<ul style="list-style-type: none"> Formatting, testing and validation One AP ACH CTX format and one Wire format \$2,000/each x 2 	\$4,000
Pay Card Module for AP	<ul style="list-style-type: none"> Interfaces to the Lawson AP161 File and formats the pay card file into format required by the financial institution and securely transmits the file to the bank Transmission method is bank- and customer- dependent Ability to concatenate multiple accounts into a single transmission saving on bank costs 	<ul style="list-style-type: none"> Fully integrated Document Express Module One bank setup Discounted from \$3,995 list price 	\$3,495

Software	Key Features	Inclusions	Price
e-Remit Module	<ul style="list-style-type: none"> • Interfaces to Lawson AP161 or AP160 remittance file • Creates the ACH remittance advice in the Customer's desired layout • Generates a PDF of the remittance advice and sends it to payee's email address • May also generate a CSV based on customer-defined business rules • Allows Customer to designate sender email • Allows globally customizable message and subject line pulling defined values from the document (i.e. payment date) 	<ul style="list-style-type: none"> • Fully integrated Document Express Module • Retrieves the vendor email address from the AP10 in Lawson • Correctly retrieves multiple "remit to" addresses • As an alternative, allows customer to store emails in the Document Express Database • Discounted from \$5,995 list price 	\$4,995
Bank Reconciliation for AP	<ul style="list-style-type: none"> • Standalone application • Retrieves a cleared check file from Customer's bank and formats the file into the CB185 Layout • Uploads the file to the Lawson Directory 	<ul style="list-style-type: none"> • Per Site- One User Seat, One Backup Seat and One Test Seat • Set up for retrieval from one bank • Discounted from \$3,995 list price 	\$3,495
Document Express 1099 Module	<ul style="list-style-type: none"> • Interface to Lawson AP145 Output • Forms design for laser cut sheet or pressure seal designs • Manual 1099 Capabilities • Full Document History • 1099 Corrections 	<ul style="list-style-type: none"> • One Site- One User Seat, One Backup Seat and One Test Seat • Provides totals and document counts • Creates the 1099M, I, and D forms as supported by Infor Lawson Financials • Discounted from \$2,495 list price 	\$1,495
Document Express Payroll™	<ul style="list-style-type: none"> • Ability to add unlimited accounts • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Signature Logic • Ability to print copies manually or automatically • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting or document type 	<ul style="list-style-type: none"> • One Site- One User Seat, One Backup Seat and One Test Seat • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • Discounted from \$11,995 list price 	\$9,995
Payroll Interface	<ul style="list-style-type: none"> • Interface contains FTP control, reads the Lawson PMTOUT File (checks and direct deposit advices) and maps the fields while loading the data into the Document Express Database 	<ul style="list-style-type: none"> • Standard interface to Lawson Payroll PMTOUT file 	\$1,000

Software	Key Features	Inclusions	Price
Forms Design Payroll Check and Direct Deposit Advice	<ul style="list-style-type: none"> • Maps the fields loaded into the Document Express Database into the Customer’s desired payroll layout • May suppress items in the database from displaying on the design layout • Ability to design form in virtually any layout including logos, signatures, MICR line and messaging. 	<ul style="list-style-type: none"> • Turnkey form design layout of payroll check/advice • Assistance and training setting up accounts 	\$500
Line Item Maintenance Module	<ul style="list-style-type: none"> • Allows an authorized user to map customer-specific pay codes, deductions, and hours to a more natural language description • Pre- and Post-Tax Deductions may be broken out and displayed • Allows users to reorder pay codes, deductions, and hours • Allows users to suppress certain types of codes • Provides an import/export feature to Excel for easy maintenance 	<ul style="list-style-type: none"> • Fully integrated Document Express Module • Allows setup to key off the Lawson pay code or pay summary group • Provides a more descriptive statement of earnings eliminating questions and calls to payroll • Discounted from \$1,495 list price 	\$995
Document Self-Service Electronic W-2 Web Delivery with User Options	<ul style="list-style-type: none"> • A link to Document Self-Service (DSS) is created on your Infor Lawson Employee Self-Service (ESS) website or another Intranet site. To access the documents in Document Self-Service, employees either click a link embedded in an employee portal or access the system directly via the URL. Employees enter their login credentials to Active Directory (AD) or Lawson to access the system (unless Single Sign-On criteria are met). Once logged in, each employee only has access to his/her own documents and document delivery settings (authorized administrators will have additional access).The Document Self-Service web pages mirror the Lawson Self-Service look and feel for a transparent flow • The IRS requires employee consent and notification to distribute the initial W-2s electronically. Electronic W-2 Module is IRS-compliant and performs the tracking of consent, revocation of consent, provides the necessary notices to employees, and a full audit trail of all activity (visible only to authorized administrative end users). • Supports W-2C options and posting history • Supports email notifications of all posts and employee actions (authorization, revocation, and change in email information) • Inactive employee documents may be printed • Supports ability to set up messaging for the website using text formatting features 	<ul style="list-style-type: none"> • Includes the DSS Web Server, DSS Administrative Tool, and required functionality in Document Express W-2 Print Module • Interface to Lawson PR297 and laser forms design, provides W-2C capabilities, Document History and State, Local or Employer copies • Electronic W-2s with IRS Compliance • Unlimited number of retrieval users and document volumes • Discounted from \$8,995 list price 	\$7,995

Software	Key Features	Inclusions	Price
<p>Document Self-Service 1095-C Web Delivery with User Options</p>	<ul style="list-style-type: none"> • For customers who have already licensed one or more Document Self-Service modules or license MHC’s electronic W-2 module at the same time, this license upgrade will allow delivery of IRS-compliant 1095-C documents electronically to employees via the same self-service web access as W-2s • Requires Document Self-Service release 5.1 or above for 1095-C functionality • A link to Document Self-Service (DSS) is created on Infor Lawson Employee Self-Service (ESS) or another intranet website. To access the documents in Document Self-Service, employees either click a link embedded in an employee portal or access the system directly via the URL. Employees enter their login credentials to Active Directory (AD) or Infor Lawson to access the system. Once logged in, each employee only has access to his/her own documents and document delivery settings (authorized administrators will have additional access). • The IRS requires employee consent and notification to distribute the initial 1095-C electronically. Document Self-Service functionality is IRS-compliant and performs the tracking of consent/revocation of consent and provides the necessary notifications to employees. In addition, the software audits system and user activity (visible only to authorized administrative users). • Supports Corrected Form 1095-C options • Inactive employee documents may be printed 	<ul style="list-style-type: none"> • Includes the DSS web application and supporting application components, plus the required functionality in the Document Express 1095-C Module • Includes Corrected Form 1095-C functionality • Permits unlimited number of retrieval users and document volumes • Discounted from \$10,995 list price 	<p>\$8,995</p>

Software	Key Features	Inclusions	Price
<p>Document Express 1095-C Module</p>	<ul style="list-style-type: none"> • Software to create and print 1095-C documents required by the Affordable Care Act (ACA) • Supports data import of standard Infor HCM/Lawson Benefits module (versions 10.0.x, 9.0.1.x, or customers on extended support for version 9.0.0) CSV output file (preliminary Infor pre-General Availability term for the output file is BN297) or MHC 1095-C standard input file • Customers must choose 1 of 2 IRS-approved form layout options offered by MHC’s authorized forms provider, Safeguard by Team MHC: <ul style="list-style-type: none"> ○ Option 1 (Form #M1095C): 8.5x11” laser cut sheet form with compatible envelope ○ Option 2 (Form #MPS1095C): 8.5x14” eccentric z-fold pressure seal form <p>For additional form details (e.g., pricing and how to order), contact your MHC Account Executive.</p> • Paper forms will have a blank face and preprinted backside with IRS instructions; the input data and remaining form design will be printed by the MHC Document Express software onto the paper • Includes Corrected Form 1095-C capabilities <p>NOTE: Customers are responsible for supplying accurate 1095-C input data. MHC Software does not provide any tax or legal advice. The MHC Document Express software does not collect, verify, manipulate, calculate, nor change the customer-supplied 1095-C data. MHC Document Express will place the supplied data on the chosen 1095-C form layout. MHC Software support resources will only guide customers on the software itself during installation, configuration, shakeout, and if necessary, the final document creation step. Customers who identify source data quality issues and require rework may be charged for additional technical support time at MHC’s documented Custom Programming Services hourly rate.</p>	<ul style="list-style-type: none"> • One site, one seat and one backup seat • Provides totals and document counts • Enables 1095-C document printing and/or online delivery for organizations that also license the 1095-C MHC Document Self-Service functionality • Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers 	<p>Included with the Electronic 1095-C Solution</p>

Software	Key Features	Inclusions	Price
Document Express Laser Forms™	<ul style="list-style-type: none"> • Ability to add unlimited companies • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Ability to print copies manually or automatically • Signature Logic • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting or document type • Ability to add additional forms with interface and forms design set up charges 	<ul style="list-style-type: none"> • One Site set up including unlimited users • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • Discounted from \$11,995 list price 	\$9,995
Interfaces	<ul style="list-style-type: none"> • Interface contains FTP control, reads the Lawson File and maps the fields while loading the data into the Document Express Database 	<ul style="list-style-type: none"> • Standard interfaces to Lawson PO, Invoice and Statement output file data \$1,000 x 3 	\$3,000
Form Designs	<ul style="list-style-type: none"> • Maps the fields loaded into the Document Express Database into the Client's desired form layout • May suppress items in the database from displaying on the design layout • Ability to design form in virtually any layout including logos, signatures and messaging. • Terms and Conditions Tab for .rtf upload 	<ul style="list-style-type: none"> • Turnkey form design layouts for Purchase Order, Invoice and Statement forms • Assistance and training setting up accounts • \$500/each x 3 	\$1,500
Auto Document Express™ for forms	<ul style="list-style-type: none"> • Component which automates the Document Express functions of FTP, import, and distribution of documents via print and other distribution methods that are licensed (email and web post) • Installed as a service or standalone application – customer determined 	<ul style="list-style-type: none"> • Runs on a server and can service all designated Lawson Users • Includes a scheduler – may run on a time interval or on a schedule • Discounted from \$2,995 list price 	\$1,995
Email Forms For forms	<ul style="list-style-type: none"> • Distributes reformatted documents via email as a PDF • Interfaces to Client's SMTP Mail Server • Allows for global email setup of subject and message line • Incorporates predefined data from the form into the email or subject area (e.g. PO number) 	<ul style="list-style-type: none"> • Interface is incorporated into the Customer's customized print routine • Retrieves email address from Lawson Tables or stores them within the Document Express Database • Discounted from \$7,995 list price 	\$5,995
Signature Service	<ul style="list-style-type: none"> • Signature Digitization and Encryption 	<ul style="list-style-type: none"> • 2 signature services • \$250/each x 2 	\$500
Logos	<ul style="list-style-type: none"> • Customer to provide company logos in .bmp format 	<ul style="list-style-type: none"> • Customer to provide 	No Charge

Software	Key Features	Inclusions	Price
<p>MHC Image Express™</p> <p>Integrating with Infor Process Automation (IPA)</p>	<ul style="list-style-type: none"> Ability to add Image Groups and document types within minutes for maximum flexibility and scalability Ability to easily link related documents for one-click retrieval (e.g., Contract to Purchase Order to Invoice to Check) Supports highly configurable and extensive multi-level security setup to manage sensitive data Comprehensive audit trail history is available tracking each action taken on each document Simple Image Group archival and purging functionality Supplement document content with notes and attachments - annotate images or attach any document type Dynamic Image Drill™ allows authenticated Lawson Portal/Smart Office (and select Infor Ming.le) users to retrieve document images via Lawson Portal/SO/Infor Ming.le* forms, Process Flow and Lawson’s Drill Around (for LSF9 Portal users only) <p>*Infor Ming.le image retrieval and data capture integration with MHC Image Express is dependent on Infor contextual messaging enablement for each Infor Lawson form; image integration is only supported for forms in which Infor has deployed the business context entity contextual messaging. Check with your MHC Account representative for integration availability for Infor Ming.le users.</p>	<ul style="list-style-type: none"> ixQueryEngine for one production server, one test server, and one backup server ixManager includes unlimited users and unlimited Image Groups at customer-owned locations ixEntry includes unlimited users at customer-owned locations ixViewer includes unlimited users Includes Dynamic Image Drill™ Capability for up to 10 Lawson Portal/Infor Ming.le or Smart Office forms (unlimited Dynamic Image Drill™ users) 	<p>\$85,000</p>
<p>AP Capture Interface</p>	<ul style="list-style-type: none"> For non-OCR AP Invoice processing, interface captures pre-determined lookup indexes directly from the AP20 Invoice Entry forms (Portal, Smart Office or Ming.le) as invoices are entered into Lawson 	<ul style="list-style-type: none"> Unlimited document capture volume 	<p>\$3,000</p>
<p>HR Capture Interface</p>	<ul style="list-style-type: none"> Interface captures pre-determined lookup indexes directly from your HR database by simply entering a unique employee identifier, such as employee number 	<ul style="list-style-type: none"> Unlimited document capture volume 	<p>\$3,000</p>

Software	Key Features	Inclusions	Price
RQC Integration Component (for LSF9 Lawson Portal Users only or Infor 10, Ming.le)	<ul style="list-style-type: none"> The Image Express RQC Integration Component adds a link in Lawson Portal RQC so that requesters can attach supporting documents during requisition/order entry. These supporting documents do not have to be indexed by the user; the Image Express integration will automatically index the documents based on the data values tied to the requisition (i.e. Requisition #, Req Location, Requester ID, Requisition Date). Users can attach any type of document (Word Doc, PDF, Excel File, etc...) to the PDF requisition document generated by Image Express. The requisition approvers in Lawson Process Flow accessed via Portal will see a link next to the requisition # information in their Inbasket workunit description labeled "Image." When the requisition approvers click on the Image link, it will pull up a PDF image of the requisition (generated by Image Express during requisition entry or chosen by the user) and they will also see any supporting documents that were attached to the requisition. 	<ul style="list-style-type: none"> Full integration with the base Image Express product Unlimited upload and retrieval users One upload form in Lawson Portal RQC during order entry (i.e. Shopping) Two retrieval forms in Lawson Portal (i.e., Lawson Process Flow Approval Workunit page and RQC Inquiry page) 	\$9,000
GL40 Data Capture & Upload	<ul style="list-style-type: none"> Adds a link called "Upload or View Image" to the GL40.1 form to allow users to attach supporting documents to Journal Entries. These supporting documents do not have to be indexed by the user; the Image Express integration will automatically index the documents based on the data values tied to the Journal Entry (e.g., Company, Fiscal Year, Period, System, Journal Entry #). Users can attach any type of digital document (Word Doc, PDF, Excel File, etc...) to the PDF document generated by Image Express (or the PDF that replaced the original fabricated PDF). Lawson Portal users requiring the ability to upload or view an image via the Lawson GL40.1 form require the ixDrill application The source document and supporting documents will then be available for retrieval by authorized users from licensed Lawson forms or the ixViewer web browser 	<ul style="list-style-type: none"> Full integration with the base Image Express product Unlimited upload and retrieval users Unlimited document volumes 	\$3,000
Load Copies Interfaces	<ul style="list-style-type: none"> Automatically create image copies and indexes produced by Document Express™ into MHC's Image Express™ 	<ul style="list-style-type: none"> Unlimited document load copies volume per document type Non-negotiable AP check copies and POs \$1,500/each x 2 	\$3,000
Proposed MHC Software Total Price			\$197,430

Payment Terms

- 50% at contract signing
- 50% at installation, with installation expected on or before July 31, 2017

- The first annual maintenance will be incurred on installation and invoiced and paid within 90 days after installation of the software.

Software	Current List Price
Document Express Accounts Payable	\$11,995.00
AP Interface	\$1,000.00
Forms Design Accounts Payable Check and Overflow	\$500.00
Positive Pay Module for AP with Transmission	\$5,995.00
AP ACH Module	\$5,995.00
AP ACH Addenda Record Format	\$4,000.00
Pay Card Module for AP	\$3,995.00
e-Remit	\$5,995.00
Bank Reconciliation for AP	\$3,995.00
Document Express 1099 Module	\$2,495.00
Document Express Payroll	\$11,995.00
Payroll Interface	\$1,000.00
Forms Design Payroll Check and Direct Deposit Advice	\$500.00
Line Item Maintenance Module	\$1,495.00
Document Self-Service Electronic W-2 Web Delivery with User Options	\$8,995.00
Document Self-Service 1095-C Web Delivery with User Options	\$10,995.00
Document Express Laser Forms	\$11,995.00
Interfaces	\$3,000.00
Form Designs	\$1,500.00
Auto Document Express for forms	\$2,995.00
Email Forms for Forms	\$7,995.00
MHC Image Express	\$85,000.00
AP Capture Interface	\$3,000.00
HR Capture Interface	\$3,000.00
RQC Integration Component	\$9,000.00
GL40 Data Capture & Upload	\$3,000.00
Load Copies Interface	\$3,000.00
<hr/>	
Total Software Current List Price	\$214,430.00
<hr/>	
Annual Maintenance Fee 18% of Current List Price	\$38,597.40
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MHC Software Total Price	\$197,430
MHC Annual Maintenance Total Price	\$38,597.40

**Part 3
PCI Software**

III. PCI Component Systems

<u>with Infor ERP</u>	<u>myRevenueCollector</u>	<u>Prices effective thru June 30, 2017</u>		
myRevenueCollector(RCS)	\$6,000 per workstation	\$6,000	Ten (10) seat licenses	\$60,000
Centralized Cashiering Software				
myRevenueCollector(RCS)	Interface License, INFOR	\$10,000	Three (3)	\$30,000

Interface with G/L A/R and A/P	Included		Included in quote	
Interfaces, additional Interface Software,	Interface License, Batch;	\$8,000-\$15,000	Zero (0) Quoted	\$0
- Estimate Minimum Interfaces with Other Milwaukee Schools Systems	Near Real Time and/or Real Time Can be Quoted.			
- Estimated as one, but additional may be arranged.				
SOFTWARE SUBTOTAL			SOFTWARE	\$90,000

ANNUAL SUPPORT, UPGRADES & MAINTENANCE			ANNUAL FEES	\$19,800
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Payment Terms:

- 50% at contract signing,
- 50% at installation, with installation expected on or before July 31, 2017
- The first annual maintenance will be incurred on installation and invoiced and paid within 90 days after installation of the software.

End User Information:
Legal Name: Milwaukee Board of School Directors
5225 W. Vliet St. Room 154 Milwaukee, WI 53208 USA
Contact Name: Chad Meyer
Contact Title: Director, Department of Technology
Contact Phone: (414) 475-8660
Contact email: meyerca@milwaukee.k12.wi.us

End User Primary Location Address:	Invoice Address:
5225 W. Vliet St. Room 154 Milwaukee, WI 53208 USA	5225 W. Vliet St. Room 154 Milwaukee, WI 53208 USA
Contact Name: Chad Meyer	Contact Name: Chad Meyer
Contact Title: Director, Department of Technology	Contact Title: Director, Department of Technology
Contact Phone: (414) 475-8660	Contact Phone: (414) 475-8660
Contact email: meyerca@milwaukee.k12.wi.us	Contact email: meyerca@milwaukee.k12.wi.us

Pricing Summary – All Software / Subscriptions:

Annual Subscription Fee for Year 1: \$1,677,165.32	
Annual Subscription Fee for Year 2: \$1,677,165.32	
Annual Subscription Fee for Year 3: \$1,677,165.32	
Annual Subscription Fee for Year 4: \$1,711,208.63	
Annual Subscription Fee for Year 5: \$1,745,932.81	
Annual Subscription Fee for Year 6: \$1,793,310.79	
Annual Subscription Fee for Year 7: \$1,852,260.12	
Initial Subscription Term: Order Form Date through seven (7) years from Order Form Date	\$12,134,208.31
Fee for Initial Infor Subscription Term:	
Following the Initial Subscription Term, Annual Escalation Percentage Cap for Renewal Terms: As applicable to the following (3) Renewal Terms, the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall not exceed 6% .	
MHC Software Total Price	\$197,430
MHC Annual Maintenance Total Price	\$38,597.40
PCI Software Total Price	\$90,000.00
PCI Annual Maintenance	\$19,800.00
Total Amount Due to Stellar Services	\$2,022,992.72

Effective date of this Order Form: _____ (the “Order Form Date”)

For: Stellar Services, Inc.	For: Milwaukee Board of School Directors
	(Legal Name of End User)
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Title	Title
Date	Date

Infor Exhibit 1

Service Level Description for Infor Subscription Software Only

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

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

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

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

Cloud Storage - Infor Subscription Software solutions include two (2) terabytes of storage at no additional charge. This storage limitation is for the Licensee's production environment only and applies to each Infor CloudSuite or Subscription Software product line, regardless of whether they are subscribed for on a single Order Form or across multiple Order Forms.

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

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

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

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance

with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.

- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor’s own policies and procedures regarding the protection of confidential information.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

Backups –Infor will (i) perform database backups; full backup once every week, differential backups every 24 hours and transactional backup daily every 1 hour; and (ii) maintain the database backup retention period of 15 days for the whole weeks’ backups in a secured availability zone within United States. Infor shall provide annual and/or quarterly database backups for Licensee’s retention upon request. This data is to be made available through a viable secure channel like ftp for Licensee’s access. However, Infor reserves the right to prescribe change to the above strategy as it deems necessary to maintain the Service Levels.

Scheduled Maintenance – The services shall be subject to a regularly scheduled weekly maintenance window that will be mutually agreed upon. Unless otherwise approved by Licensee, maintenance will occur outside of standard business hours of 7:30 AM – 6 PM CT Monday to Friday in production. While most of Infor’s maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee’s primary point of contact as much advance notice of the planned maintenance as is technically feasible The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered “Scheduled Maintenance”.

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

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

- **“Scheduled Available Minutes”** are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- **“Available Minutes”** is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.

- “Availability” is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

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

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

- Outages due to factors outside of Infor’s reasonable control (for example, a network or device failure at Licensee’s site or between Licensee and Infor’s data centers);
- Delays in email or webmail transmission to or from the hosted application; for the purposes of this Agreement, Infor’s data center is considered within Infor’s direct control
- Connectivity issues outside of Infor’s direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee’s employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee’s request;
- Outages that result from Licensee’s equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor’s direct control); and
- Performance degradation due to Licensee’s use of the services in excess of the scope of Licensee’s license, usage restrictions, or product limitations outlined in the applicable Agreement.

Infor Exhibit 2
MOBILE APPLICATION SUPPLEMENT for Infor Subscription Software Only

In connection with Licensee’s license to the Mobile Application Subscription Software (the “Mobile Application”) as specified in the Order Form to which this Mobile Application Supplement (“Supplement”) is attached, INFOR will provide Licensee with an environment to enable use of certain Infor-licensed Software (the “Software”) on the Mobile Application through certain Apple or Android devices. The Mobile Application may be used on either an Apple device or an Android device, as specified by Apple or Google. If Licensee elects to use the Mobile Application on an Apple device, the Mobile Application is separately distributed exclusively by Apple through the App Store pursuant to the Apple Terms of Use. If Licensee elects to use the Mobile Application on an Android device, the Mobile Application is separately distributed exclusively by Google through Google Play pursuant to the Google Terms of Service. In order to use the Mobile Application on an Apple device, Licensee Users must separately agree to the Apple Terms of Use prior to downloading the Mobile Application, and in order to use the Mobile Application on an Android device, Licensee users must separately agree to the Google Terms of Service. If Licensee Users do not agree to these separate terms, then use of the Mobile Application will not be permitted on the respective Apple-supported or Google-supported device. At the time of download of the Mobile Application from the App Store or Google Play, as applicable, either Licensee Users will be prompted to agree to the Apple Terms of Use or the Google Terms of Service by checking a box displayed at the end of these terms or by clicking an “Agree” or similar button where this option is provided, or Licensee Users will be deemed to have accepted such terms by using the Mobile Application. Notwithstanding the foregoing, the Agreement to which this Supplement is attached is deemed amended by this Supplement with respect to the Mobile Application, as provided for below and as otherwise set forth in the Apple Terms of Use or the Google Terms of Service, as applicable. Any conflict between the terms of the Agreement and the terms of this Supplement will be resolved in favor of this Supplement.

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“App Store” means the electronic store branded, owned and/or controlled by Apple.

“INFOR” refers to the INFOR contracting entity set forth in the Agreement, for and on behalf of itself and its subsidiaries and affiliates, including Infor (US), Inc.

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“Google” refers to Google Inc.

“Google Play” means the electronic store branded, owned and/or controlled by Google.

“Google Terms of Service” refers to the then-current additional terms and conditions of Google (including the Google Play Terms of Service) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Android device.

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12. Miscellaneous. Licensee acknowledges and agrees that this Supplement, as subject to the Agreement, is between INFOR and Licensee, for itself and on behalf of Licensee Users, and that neither Apple nor Google is a party to the Agreement or the EULA; (b) INFOR is solely responsible for the Software, Mobile Application and the INFOR-provided content thereof; (c) Apple and Apple subsidiaries are third party beneficiaries of the Apple Terms of Use, and Google and Google subsidiaries are third party beneficiaries of the Google Terms of Service; (d) Apple has the right (and will be deemed to have accepted the right) to enforce the terms of this Supplement and the Apple Terms of Use against Licensee and Licensee Users as a third party beneficiary thereof but only if Licensee has accepted these terms and/or each Licensee User has accepted the Apple Terms of Use as outlined above, and Google has the right (and will be deemed to have accepted the right) to enforce the terms of this Supplement and the Google Terms of Service against Licensee and Licensee Users as a third party beneficiary thereof but only if Licensee has accepted these terms and/or each Licensee User has accepted the Google Terms of Service as outlined above. INFOR's failure to enforce its rights with respect to any breach of this Supplement or the EULA will not act as a waiver of the right of INFOR to later enforce any such rights or to enforce any other breach. Licensee will ensure compliance by Licensee Users and fully indemnify and hold harmless INFOR for any breach by Licensee Users of the terms of the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable.

13. Changes. Apple may at any time modify the Apple Terms of Use and Google may at any time modify the Google Terms of Service, and Apple and Google may each impose new or additional terms and conditions on INFOR, Licensee and Licensee Users relating to the Mobile Application. Any such changes will be effective immediately and be deemed incorporated into this Supplement and the Apple Terms of Use and the Google Terms of Service, as applicable. Continued use of the Mobile Application by Licensee and Licensee Users will constitute acceptance of these changes.

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MHC Attachment 1

MHC SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into between MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and Milwaukee Board of School Directors, 5225 W. Vliet Street, Milwaukee, WI 53208 ("Customer").

1. Definitions.

- a. **Software.** The term "Software" shall mean the computer program in object code only and the respective user manuals described in the Order Form, which is incorporated by reference into this Agreement. The term "Software" includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.
- b. **License Effective Date.** This Agreement and the license granted hereunder shall take effect upon the date that the last party executes this Agreement.
- c. **Customer's Site.** The term "Customer's Site" shall mean any and all Milwaukee Public School buildings, its Central Services building, its Facilities and Maintenance building, its Technology Center and Recreation facilities, whether leased or owned, which locations may change from time to time.
- d. **Software Delivery Date.** The date that Customer actually receives the software.

2. License.

MHC grants to the Customer, pursuant to the terms and conditions herein, a perpetual, nonexclusive, nontransferable license to use the Software.

- a. **Restrictions on Use.** Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of Customer's Site.
- b. **Copies.** Customer, solely to enable it to use the Software, may make one archival copy of the Software's computer program, provided that the copy shall include MHC's copyright and any other proprietary notices. The Software delivered by MHC to Customer and the archival copy shall be stored at Customer's Site. Customer shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Customer is the exclusive property of MHC.
- c. **Modifications, Reverse Engineering.** Customer agrees that only MHC shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer program.
- d. **Material Terms and Conditions.** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for MHC to terminate this Agreement. The presence of this Section 2 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

3. Intellectual Property Rights.

All intellectual property rights in the Software and user documentation are owned by MHC are protected by United States and Canadian intellectual property laws (including patent, trademark and copyrights laws), other applicable intellectual property laws, and international treaty provisions. MHC retains all rights not expressly granted.

4. Indemnification

MHC shall indemnify and hold Customer harmless from and against any claim of infringement of a United States patent or copyright based upon the Software, provided Customer gives MHC prompt notice of and opportunity to defend any such claim. MHC shall have the right to settle the claim or at MHC option, provide Customer (i) a paid-up license or (ii) a substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid for the software based on a deemed license term of seven (7) years. MHC will not provide indemnification if the Customer modifies the software or uses the software in a manner that does not comply with this Agreement.

5. Limited Warranty.

For ninety (90) days from software delivery (on or before July 31, 2017), MHC warrants that (i) the Software will substantially conform to the applicable user documentation and Infor's Response to Customer's RFP (ii) that the magnetic media on which the Software is distributed and the user documentation (if any) are free from defects in materials and workmanship MHC will, at its option, refund the amount you paid for the Software or provide you with corrected items at no charge provided that the defective item(s) is returned to MHC within ninety (90) days from the date of purchase. Any misuse or unauthorized modification of the Software will void this limited warranty.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, MHC MAKES NO WARRANTY, REPRESENTATION, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, USER DOCUMENTATION OR RELATED TECHNICAL SUPPORT, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, FREEDOM FROM ERROR OF THE OPERATION, USE AND FUNCTION OF THE SOFTWARE.

The warranty and remedies set forth herein are exclusive and in lieu of all others, oral or written, express or implied. No MHC dealer, distributor, agent or employee is authorized to make any modification or addition to this warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

6. Limitation of Liability.

Because software is inherently complex and may not be completely free of errors, it is your responsibility to verify your work and to make backup copies, and MHC will not be responsible for your failure to do so. In no event will MHC be liable for indirect, special, incidental, tort, economic, cover or consequential damages arising out of the use of or inability to use MHC products or services, including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs even if advised of the possibility of such damages. In no case shall MHCs' liability for money damages exceed the amount paid by you for the Software and the total annual maintenance fees set forth in paragraph 7 below. The foregoing limitations shall not apply to claims relating to death or personal injury which arise out of products deemed to be consumer goods under applicable law. Some states or provinces do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damage, so the above exclusion or limitation may not apply to you.

7. Maintenance and Future Improvements.

The software purchase and subsequent maintenance subscription entitle the Customer to the following maintenance services: MHC Software upgrades, continuing compatibility with ERP Applications, forms design and interface changes required by an ERP Software upgrade, and customer service and technical support in the first 90 days after purchase. The 90-day License is included in the Combined system purchase price/License Fee. Upon the signing of this Agreement, Customer and MHC have entered into the following Maintenance Agreement: commencing after 90 days of the Software Delivery Date and continuing for a term of three years thereafter, Customer will receive all maintenance, support and future improvements to the Software. Customer agrees to pay an annual fee equal to 18% of the current list price at the time the maintenance fee is due as specified in Exhibit B. Notwithstanding the foregoing, the annual fee shall be a fixed fee in the amount of **\$38,597.40** for seven (7) years. In no event shall any increase in the maintenance fee exceed 3% in any renewal year. Annual payments will commence 90 days after the installation and continue for a

period of seven years. At the end of the first and successive seven (7) year term, the Maintenance Agreement may be renewed for three successive one (1) year terms upon mutual written agreement of the parties. .

The Maintenance Agreement also entitles the Customer to ongoing customer service and technical support while the maintenance contract is in effect. MHC shall provide telephone support during the hours of 7:00 am to 6:00pm Central Time, Monday through Friday, excluding MHC published holidays.

- a. Support window of 7:00am to 6:00pm Central Standard Time Support.
- b. During crucial processing times, the Customer Support Team will make a member available for after hours calls. Examples of these situations include a first live run using the software or a special payroll run. Any special hours must be schedule ahead of time with a customer support team member.
- c. Response times to support calls are handled within four hours; however, knowing the crucial nature of printing checks, calls are usually handled much faster.
- d. Emergency situations can be handled with a paging option this is for emergency calls during normal support hours. All calls are routed through the MHC Customer Service Team. The service team will escalate the calls if necessary getting a technical staff member involved to help with trouble shooting or programming changes.

The Maintenance Agreement does not include additional Custom Programming Services not licensed for under this Agreement, on-site support or training, and hardware or related supplies.

MHC reserves the right to terminate the Maintenance Agreement if the Customer is over 45 days delinquent on payment of goods or services to MHC. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.

8. Post-Implementation Services.

For Customers who choose to make technological platform changes or resource support changes post-implementation (i.e., after 30 days of MHC software use in a production environment), MHC will support the additional effort required to complete the changes on a time and materials basis, based on a to-be-estimated amount of hours at the current MHC billable rate.

9. General Provisions.

- a. **Complete Agreement.** The parties agree that this Agreement and all incorporated Exhibits, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
- b. **Amendment.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties. Additional software products or licenses may be purchased through an amendment to this Agreement.
- c. **Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- d. **Corporate Authority.** Each individual executing this Agreement on behalf of any corporation or other entity, which is a party to this Agreement, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.
- e. **Notices.** All notices required or permitted to be given hereunder shall be in writing and may be personally served, or deposited in the United States mail registered or certified, return receipt requested, and postage prepaid. Mailings shall be addressed as follows:

MHC: MHC Software, Inc.
Attn: Catherine Beattie
P.O. Box 1749
12000 Portland Avenue South, Suite 230
Burnsville, MN 55337

Customer: Milwaukee Board of School Directors
Attn: Contract Law Coordinator
5225 W. Vliet Street, Room 160
Milwaukee, WI 53208

or to such other address as such party shall have specified most recently by written notice delivered in such manner. Mailed notice shall be deemed given on the third business day following the date mailed.

- f. **Successors and Assigns.** The Agreement shall be binding upon each of the parties, its successors and assigns. Notwithstanding the foregoing, except in the case of a merger or sale of all or substantially all of the assets of a party, neither party shall assign this agreement without the written consent of the other. Both parties will provide notice to the other in the event of a merger or sale or substantially all of its assets.
- g. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- h. **Counterpart and Fax Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may also be signed and transmitted by facsimile or sent by email in PDF form, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document. At the request of either party, any facsimile document or emailed PDF document will be re-executed in original form by the parties who signed the facsimile document.
- i. **Terms and Conditions.** This Software License Agreement is subject to the above provisions all of which are hereby agreed to by MHC and Customer. The Customer will pay all sales and use taxes, if applicable.
- j. **Insurance Coverage.** MHC currently has and will maintain the following insurance coverages for the term of this agreement. In the event MHC will be conducting work for Customer onsite, MHC will be required to name the "Milwaukee Board of School Directors" as an additional insured with respect to general liability and umbrella coverage.
 - a. **General Liability:** 1,000,000 Each Occurrence - 2,000,000 Aggregate.
 - b. **Business Auto:** 1,000,000 Combined single limit per occurrence including all owned, non-owned hired vehicles.
 - c. **Umbrella:** 4,000,000 which applies to General Liability, Business Auto and Employment Practices Liability.
 - d. **Professional Technological Errors & Omissions:** 1,000,000 Each Occurrence - 1,000,000 Aggregate with a 50,000 deductible.
 - e. **Workers Comp:** 500,000 limit for Each Accident & Each Disease with 500,000 Policy Limit.
 - f. **Data Breach Coverage (Excludes Media Liability Coverage):** 1,000,000 Per Claim - 1,000,000 Aggregate.
 - g. **Employment Practices Liability:** 500,000 Aggregate for all Loss – 500,000 Aggregate for all costs, expenses – 1,000,000 Maximum Aggregate with a 10,000 Retention.

Accepted for Customer:

By: _____
(Signature)

Name: _____
(Please type or print name)

Title: _____

Date: _____

Accepted for MHC Software, Inc.:

By: _____
(Signature)

Name: _____
(Please type or print name)

Title: _____
(MHC Software, Inc.)

Date: _____

**Exhibit A to
MHC Software License Agreement Dated as of May 26, 2017**

Sites

Exhibit A to the Software License Agreement between MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and Milwaukee Board of School Directors, 5225 W. Vliet Street, Milwaukee, WI 53208 ("Customer").

Licensing for the Document Express System is based on Seat and Site as defined below. Each main product (Document Express Payroll, Document Express Accounts Payable, and Document Express Forms) in this Exhibit lists the allowed licensing. Any additional modules are licensed in the same manner as the main product.

Standalone Computer Use

A "Seat" (hereinafter Seat) is defined as a copy of the Software being loaded on a single computer. For the Software Products listed below the Customer must acquire one copy of the Software for each computer (Seat) on which the Software will be installed. One back up or archival copy of the software may also be loaded on a computer and used for processing (Backup Seat).

The Customer may use the software products at the number of sites listed below, in the quantity listed below either. In addition Customer may make one (1) archival copy of the Software.

Site License Use

The licensed site for the purpose of this software agreement is: Milwaukee Board of School Directors, 5225 W. Vliet Street, Milwaukee, WI 53208. The Document Express Software will be used at the Central Services location of Milwaukee Board of School Directors, 5225 W. Vliet Street, Milwaukee, WI 53208. MHC Image Express Software may be used at any MPS building location, Additionally, the customer may make one (1) archival copy of the Software.

Customer additionally may load additional copies of any licensed Software Products on a Test, Development, and Disaster Recovery Servers to be used for the limited purposes of testing, deployment, and processing in the event of a disaster.

**Exhibit C
Additional Software for Future Purchase**

CORE SOFTWARE COMPONENTS	OPTIONAL COMPONENTS
ixManager is the administrative tool that allows users to set up image groups, indexes for retrieval and image group permissions.	MHC AP Invoice Capture Automation powered by intelligent capture/OCR software supports the automated extraction of information off paper documents, routed into MHC Image Express for processing.
ixEntry allows users to automatically or manually index documents.	ixWorkflowEngine supports the automated routing of documents for approval or notification purposes prior to being stored in the imaging system.
ixQueryEngine is a server-based component managing the document images, indexes, and coordinating the connections to the Image Express database.	Integration and interface components to integrate to specific Infor Lawson modules and external systems
Image Express Viewer is accessed via a standard web browser allowing authorized users to perform a full suite of document image viewing functions, including viewing “related documents” based on permissions.	eForms Express Solutions support the digitization and automation of paper processes.
Dynamic Image Drill™ (DID) allows Lawson Portal/Smart Office (SO) or Infor Ming.le™* users to access document images, including “related documents” via Lawson Forms, Lawson DrillAround (for Portal LSF9 users only) or Lawson Process Flow or Automation (using External DID).	

*Infor Ming.le image retrieval and data capture integration is dependent on Infor contextual messaging enablement for each Lawson form.

Attachment 2

**AGREEMENT BETWEEN PCI LLC
AND
MILWAUKEE SCHOOLS**

This Agreement is effective as of this 26 day of May, 2017 between **PCI LLC**, a limited liability company having its principal place of business at 4899 West Waters Avenue, Suite A, Tampa, Florida 33634 (hereinafter referred to as “PCI”) and Milwaukee Board of School Directors, a municipal entity created by the laws of the State of Wisconsin with its principal place of business at 5225 West Vliet Street, Milwaukee, Wisconsin 53208 (hereinafter referred to as “Milwaukee Schools”).

WHEREAS, the Milwaukee Schools desires to procure a Centralized Revenue Collections System, also known as RCS or myRevenueCollector, (hereinafter referred to as the “System”) and as such has reviewed the INFOR Software Government ERP Solution optional myRevenueCollector module provided by PCI.

WITNESSETH:

Milwaukee Schools and PCI agree to the following terms and conditions in consideration of the mutual promises stated in this Agreement, including the following Exhibits, which are attached hereto and incorporated herein:

1. Exhibit A is the Functional Requirements (“Proposal”)
2. Exhibit B is the Maintenance and Support Services (“Maintenance and Support Services.doc”)
3. Part 3 of the Software Order Form

In the event of any inconsistency between the documents comprising this Agreement, the order of precedence shall be as follows:

1. This Agreement
2. Exhibits to the Agreement

1. SCOPE OF WORK

As part of this Agreement, PCI agrees to provide to the Milwaukee Schools services, as a subcontractor to Infor, and products.

1.1 Implementation Services

As used herein, “Services” shall mean the installation, modification, customization, conversion, configuration, testing, integration, implementation, and training of the System, as described in this Section and in Exhibit A hereto. From and after the Notice-to-Proceed date, PCI agrees to perform the Services, as a subcontractor to Infor and the Milwaukee Schools agrees to compensate PCI for its performance of the Services, in accordance with the terms of this Agreement and the Exhibits hereto. PCI shall perform all of its obligations with respect to the Services in accordance with the performance standards, timetables, and milestones set forth in this Agreement and the Exhibits hereto. Except as explicitly set forth in this Agreement, PCI shall furnish all labor, materials, equipment, products, tools, transportation, and supplies required to perform the Services.

As part of the System, PCI shall provide to the Milwaukee Schools a centralized revenue collection system including standard configuration and modification as noted in Exhibit A as well as the functionality defined as part of the gap analysis sessions during the system definition, subject to any exceptions set forth in this Agreement.

PCI shall provide all functionality as committed to in Infor's Response to Milwaukee Schools' RFP. Any Milwaukee Schools functional requirements that cannot be met fully out-of-the-box with the Software in accordance with PCI's documentation and Infor's Response to Milwaukee Schools' RFP shall be fulfilled by PCI with modifications and customizations to the Software source code at no cost to Milwaukee Schools.

PCI shall provide Services and shall perform tasks as set forth in the Proposal attached hereto as Exhibit A for the successful implementation of the System, according to the prices set forth in the Proposal (Exhibit A), which prices shall exclude all travel and living expenses.

If requested by the Milwaukee Schools in writing, the parties may substitute the Deliverables, Services, or tasks that are described in Exhibit A for new Deliverables, Services, or tasks that are reasonably and substantially equivalent to those Deliverables, Services, or tasks being substituted, and any such substitution shall not result in any adjustment to the Fees, unless otherwise mutually agreed to by the parties.

Software Licenses

As used herein, "Products" shall mean software and hardware required for the successful implementation of the System according to the prices set forth in Proposal (Exhibit A). PCI agrees to provide the Products, and the Milwaukee Schools agrees to compensate PCI for its Products, in accordance with the terms of this Agreement and the Exhibits hereto.

If requested by the Milwaukee Schools in writing, the parties may substitute the Products that are described in Exhibit A for new Products that are reasonably and substantially equivalent to those Products being substituted, and any such substitution shall not result in any adjustment to the Fees, unless otherwise mutually agreed to by the parties.

1.2.1 Products Schedule

PCI will provide the Milwaukee Schools the following software, hardware, and support components set forth in Exhibit A:

- PCI Software for the Revenue Collection System known as myRevenueCollector or RCS.
- Hardware as defined in the Proposal (Exhibit A)
- 3rd party maintenance
- Product warranty on hardware

1.2.2 License

PCI developed software is licensed to the Milwaukee Schools pursuant to the provisions set forth in this paragraph.

1.2.2.1 PCI grants the Milwaukee Schools a perpetual, non-exclusive, nontransferable license to use the Software and Documentation contracted for under this Agreement, for internal operations of the Milwaukee Schools its associated agencies, and Affiliates that the Milwaukee Schools supports or with whom it shares resources for the term of this Agreement.

1.2.2.2 The Milwaukee Schools may make copies of the Software and Documentation for use of the Milwaukee Schools its associated agencies, and Affiliates, provided that all copyright notices are reproduced and the Milwaukee Schools does not exceed the number of licenses purchased. The Milwaukee Schools will not make available the Software or Documentation, or portions thereof, to any other persons or entities without prior written approval of PCI. PCI shall maintain, and make available to the Milwaukee Schools the Documentation in an electronic format in a timely manner at no additional cost.

- 1.2.2.3 The Milwaukee Schools shall have the right to use the Software, or any portion thereof, so long as the number of users does not exceed the number licensed for the Local Area Network (“LAN”), or on one or more backup computer nodes. No other use is licensed. The Milwaukee Schools shall permit PCI reasonable access to the LAN for license administration audit purposes.
- 1.2.2.4 The Milwaukee Schools will not copy the Software or Documentation except as necessary for use under this Agreement. The Milwaukee Schools will not decrypt without authorization, reverse compile or disassemble the software. The Milwaukee Schools will not export or re-export the software or documentation without the appropriate United States and foreign government licenses. Furthermore, the Milwaukee Schools agrees to abide by all applicable Federal and State Trademark and Copyright laws.
- 1.2.2.5 The Software and Documentation is and shall remain the sole property of PCI, regardless of whether the Milwaukee Schools or its employees may have contributed to the conception of such work.

1.2.3 Termination of Software License by PCI

In the event the Milwaukee Schools fails to: (i) adhere to its obligations of the software license set forth in this Section 1; or (ii) pay license fees due to PCI (payments for Warranty Extensions notwithstanding), within sixty (60) days after receipt of an approved invoice therefore as set forth in Section 12 PCI shall have the right to terminate the license granted hereunder forty-five (45) days after the Milwaukee Schools receives written notice from PCI of such default, which specifies the reasons for the default. If the Milwaukee Schools fails to correct the default within this forty-five (45)-day period, PCI shall send the Milwaukee Schools a written Notice of Termination of License and within ten (10) days after receipt of such written Notice of Termination of License, the Milwaukee Schools shall return to PCI all software and all encrypted software purchased under this Agreement.

1.3 Source Code

PCI shall secure all PCI source code, including fixes releases, features release and version releases, within its safety deposit box at the corporate bank.

The source code will be made available to the Milwaukee Schools should PCI become unable to, or otherwise fail to maintain the Software during the Warranty period, any extension thereof, or if PCI decides to stop support of the System in whole or part, or PCI becomes bankrupt. All updated code will be delivered to the bank or escrow agency in a timely manner with any releases and enhancements.

PCI agrees to provide the source code to an escrow agency, at the Milwaukee Schools expense, if desired, at the Milwaukee Schools option at any time.

1.4 Maintenance and Support Services

1.4.1 Software and Help Desk Support Services

PCI shall provide PCI software and Help Desk support services necessary to keep the System in compliance with the Warranty and subsequent Warranty Extensions as described in the Maintenance and Support Services (Exhibit B). The Milwaukee Schools will be charged for the initial period of Maintenance and Support Services as described in the Order Form. Notwithstanding the foregoing, the annual fee shall be a fixed fee in the amount of **\$19,800** for seven (7) years. In no event shall any increase in the maintenance fee exceed 5% in any renewal year.

1.5 New Services and Products

From the effective date of this Agreement the Milwaukee Schools may elect to have PCI perform services that are not specifically described in this Section or in Exhibit A hereto but that are related to the Services (the “New Services”), in which event PCI shall perform such New Services at the then current PCI billing rate for such services. PCI shall commence performing the applicable New Services promptly upon receipt of written notice from the Milwaukee Schools

Project Manager.

1.6 Cooperation with ERP Vendor

PCI hereby acknowledges that the Milwaukee Schools has an Infor ERP system and that the System must work in conjunction with the Infor ERP system. The parties acknowledge that there are significant interrelationships between the System and the ERP system and that close coordination will be necessary between the Milwaukee Schools, PCI and the Milwaukee Schools ERP contractors in order to provide the necessary integration between the ERP system and the System. PCI shall cooperate fully with the Milwaukee Schools and its ERP contractors to achieve the aforementioned integration, including but not limited to participating in joint planning meetings, conducting technical assessments of integration points, and implementing interfaces.

2. CHANGE ORDERS

Additional Products and Services will be treated as Changes to this Agreement. PCI shall provide New Services and Products at the then current rate and in accordance with Section 12, Terms of Payment and Section 1.5, New Services.

3. TERM

3.1 Term of Software License

3.1.1 Granting of License

The license granted under this Agreement shall remain in effect perpetually unless otherwise terminated under this Section.

3.1.2 Terminating Software License

The Milwaukee Schools may terminate the Software license at any time upon thirty (30) days written notice to PCI, subject to subsection 3.1.4 and 3.1.5 below. The Milwaukee Schools may terminate any Services or Maintenance and Support services that are incorporated into this Agreement without terminating the Software license under this Agreement.

3.1.3 Material Breaches of Agreement

If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination and, if such default is capable of cure and the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. If such default is incapable of cure, the other party may terminate this Agreement immediately upon written notice of its desire to terminate.

3.1.4 Termination and Other Remedies

Termination of this Agreement, or any portion of it, shall not limit either party from pursuing other remedies available to it, including injunctive relief.

3.1.5 License Revoked Upon Termination

Upon termination, the license to use the Software shall be immediately revoked and all licensed Software Products and supporting materials will be returned to PCI within thirty (30) days or destroyed and an affidavit supplied to PCI certifying destruction.

3.2 Term of Implementation Services

This Agreement shall commence on the date of its execution and shall continue and be in full force and effect until terminated in accordance with the provisions of this Agreement. The exact nature and expected duration of specific Services rendered will be described in a Statement of Work agreed to by the parties and incorporated into this Agreement.

3.3 Term of Maintenance and Support Services

Maintenance and Support shall be effective as of the date of execution of this Agreement and shall extend throughout the Initial Warranty period and subsequent Warranty Extensions, unless terminated as provided for herein.

3.4 Survival

Upon termination of this Agreement, the provisions hereof, which by their express terms survive termination, including

those set forth in Section 14, Survival, shall remain in full force and effect.

4. TEST CRITERIA

Unless otherwise specifically provided in any documentation provided to the Milwaukee Schools the test for each Software Component of the System shall include testing to the Milwaukee Schools reasonable satisfaction of the following: (a) unit testing (i.e., individual testing of each field, screen, screen-related action, and module/program); (b) System testing (i.e., testing of the System as a whole and its integration with other Milwaukee Schools systems); and (c) volume/stress testing (i.e., testing of the System under peak conditions to measure response time and System reaction to load)

1.1 Failure of Testing

If after testing the Software components or the System, the Software components or the System do not function in a manner that is consistent with the standards identified in the Acceptance Test Plan or other written documentation provided to the Milwaukee Schools by PCI that describes the anticipated performance of the System, the Milwaukee Schools shall have the option, upon notice to PCI to:

- Terminate this Agreement, in accordance with the provisions of Section 13; or
- Accept the System at its then level of performance; or
- Permit the Live Testing to be further extended for such period as mutually agreed upon by the Parties in writing; or
- Accept those portions of the System which pass the acceptance criteria and require PCI to correct the remaining portions, in which event the Milwaukee Schools shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted; or
- Pursue such remedies as may be available to the Milwaukee Schools at law or in equity.

Final Acceptance of the System by the Milwaukee Schools will not release PCI from complying with the warranties and maintenance requirements set forth herein.

5. STANDARD

The Performance Standard and the Response Time Standard set forth below shall apply to the System and any subsequent Fixes Releases, Features Releases, and Version Releases. For purpose of determining whether the System meets the Performance Standard and the Response Time Standard, the performance of the System shall be judged on the basis of the following assumptions: (a) no more than 10 concurrent users will use the System at a given time, (b) scheduled downtime, external interface failures, hardware failures and network outages not caused by the System will not be taken into account, (c) the System will be installed using the hardware in accordance with PCI's recommended hardware configuration, and (d) such hardware will run the System and will operate in a production network environment, using industry standard network traffic monitoring devices/tools, for the purposes of determining the System's compliance with the Response Time Standard and Performance Standard.

In the case that the system does not meet the Performance Standard and the Response Time Standard, the parties shall then move the System to an environment where in the hardware (provided by the Milwaukee Schools in accordance with PCI's recommended hardware configuration) shall run only the System and shall operate in a stand-alone network environment. The parties shall then use this isolated environment to make a final determination as to the System's compliance with the Performance Standard and the Response Time Standard.

5.1 Response Time Standard

The System shall be fully operational and available for use by the Milwaukee Schools ninety-nine and nine tenths percent (99.9%) of the time. Response Time Standard

- a. Add and Update Performance Criteria—The System shall perform in a three (3) second or less response time, on add or update of a single database record, ninety percent (90%) of the time or better.
- b. Search Performance Criteria—The System shall perform within a five (5) seconds or less response time, on key search items as set forth in the Acceptance Test Plan, ninety percent (90%) of the time or better. The performance of batch and or background processes, maintenance and the installation of an additional module shall not adversely affect the System performance.

6. ACCEPTANCE

6.1 Acceptance Test Plan

PCI, with input from the Milwaukee Schools shall develop an Acceptance Test Plan (“ATP”) for the System.

6.2 Software Component Conditional Acceptance

Upon PCI’s notification to the Milwaukee Schools that PCI has completed the installation of a Software Component(s) and that such Software Component(s) are ready for testing, the Milwaukee Schools shall begin testing such Software Component(s) in a non-production environment using the test procedures and standards contained in the ATP, or such other standards as are mutually agreed upon in writing (“Acceptance Test Procedures”), to determine whether each Software Component meets in all material respects, the applicable Specifications and acceptance criteria set forth in the Agreement, the exhibits, or such other criteria as are mutually agreed upon in writing (“User Acceptance Testing”). After the Milwaukee Schools has completed the User Acceptance Testing for a Software Component and has operated such Software Component for up to ten (10) calendar days in accordance with the Specifications, the Milwaukee Schools shall notify PCI in writing that “Conditional Acceptance” of such Software Component (or the entire System, as the case may be) has occurred. If the Milwaukee Schools determines that a Software Component, or the System as a whole, does not perform as provided for in this Agreement, the Milwaukee Schools shall deliver to PCI a report describing the discrepancies. PCI shall correct the errors or defects within fifteen (15) calendar days after receiving such report, and the Milwaukee Schools may re-test the Software Components and the System for an additional test period of up to ten (10) calendar days, at the end of which the process described above in this Section shall be repeated. This procedure shall continue until Conditional Acceptance of the Software Components, or Acceptance of the System, as the case may be.

6.3 Software Component Acceptance

Once Conditional Acceptance of the Software Component(s) necessary to begin Productive Use of the portion of the System associated with a particular Phase has occurred, the Milwaukee Schools shall begin using the Software Components for Productive Use. Once the Milwaukee Schools has used the Software Components in a production environment for a sufficient time to test all functions of the Software Components in an integrated environment (“Live Testing”), which period of time for Live Testing shall be no more than thirty (30) consecutive calendar days after the Go Live Date of the Software Component (as described in Exhibit A), and has determined that: (i) there have been no material errors, (ii) the Software Component performs as warranted in this Agreement, and (iii) all training Services required hereunder, and other Services described in Exhibit A, have been completed, the Milwaukee Schools shall notify PCI in writing of its “Software Component Acceptance” of the relevant Software Component. In no event shall any other action or inaction by the Milwaukee Schools including the Milwaukee Schools use of the System, or any portion thereof, in a live, operational environment, constitute “Acceptance” of any portion of the System. Notwithstanding anything to the contrary contained herein, in no event shall Software Component Acceptance be deemed a waiver of any right or remedy available to the Milwaukee Schools under this Agreement, at law, or in equity as a result of any defect in a component or deliverable not discovered by the Milwaukee Schools during the User Acceptance Testing or Live Testing periods.

6.4 System Acceptance

Once Conditional Acceptance of all Software Components of the System has occurred, the Milwaukee Schools shall begin using the System for Productive Use. Once the Milwaukee Schools has used the System in a production

environment for a sufficient time to Live Test all functions of the System in an integrated environment, which period of time for Live Testing shall be no more than thirty (30) consecutive calendar days after the Go Live Date of the System (as described in Exhibit A), and has determined that: (i) there have been no material errors, (ii) the System performs as warranted in this Agreement, and (iii) all training Services required hereunder and other Services described in Exhibit A have been completed, the Milwaukee Schools shall notify PCI in writing of its “System Acceptance” of the System. In no event shall any other action or inaction by the Milwaukee Schools including the Milwaukee Schools use of the System, or any portion thereof, in a live, operational environment, constitute “Acceptance” of any portion of the System. Notwithstanding anything to the contrary contained herein, in no event shall System Acceptance be deemed a waiver of any right or remedy available to the Milwaukee Schools under this Agreement, at law, or in equity as a result of any defect in a component or deliverable not discovered by the Milwaukee Schools during the User Acceptance Testing or Live Testing periods.

6.5 System Acceptance Checkpoint

If after 30 days of Live Testing for the purpose of establishing System Acceptance, the Milwaukee Schools has determined that the System is meeting the criteria of a successful Live Test, as established in Section 6.4, the “System Acceptance Checkpoint” shall have been reached. Milwaukee Schools shall notify PCI of attainment of the “System Acceptance Checkpoint” in writing.

6.6 Correction of Errors during Live Testing

In the event that the System does not meet the Performance Standard or Specifications during the Live Testing period, PCI shall have fifteen (15) calendar days in which to correct, modify or improve the System to meet the applicable criteria. Thereafter, the performance period shall be extended by fifteen (15) calendar days. If the Performance Standard and/or Specifications are not attained during the Live Testing Period, after a maximum of one hundred and eighty (180) calendar days, the Milwaukee Schools may pursue remedies as set forth in this Agreement.

7. PERSONNEL

7.1 Project Managers

Each party will endeavor in good faith to maintain one person in the Project Manager capacity during the term of this Agreement. Each party will also endeavor in good faith to maintain the same Key Personnel during the term of this Agreement. For the purposes of this Agreement, PCI’s Key Personnel include the Project Manager, Project Consultant, Business Analyst/Designer, and RCS Lead. PCI’s Project Manager will have the overall responsibility for the Services until the completion of Services as provided for under the Services Work Order, and will be the Milwaukee Schools primary contact person. If the Milwaukee Schools determines in good faith that PCI’s Project Manager or any other Key Personnel are not qualified to fulfill the responsibilities of his or her position, as defined in the Services Work Order, PCI shall substitute such individual with a qualified replacement subject to the Milwaukee Schools’ approval. PCI will not reassign or replace its Project Manager or any Key Personnel, except for extenuating circumstances. Should PCI’s Project Manager or any PCI Key Personnel leave the employ of the party during the term of this Agreement, PCI will make a good faith effort to present to the other party an individual with equal or greater qualifications as a replacement subject to the other party’s approval, which will not unreasonably be withheld.

7.2 Drug-Free Workplace

The Milwaukee Schools is a drug-free workplace and as a condition of continued service on the Agreement, the Milwaukee Schools may require any PCI personnel doing work at the Milwaukee Schools site to submit to an alcohol and drug test at any time.

8. INDEMNIFICATION

8.1 Infringement

PCI shall defend and hold harmless the Milwaukee Schools and its officers, agents and employees from any claim or proceedings brought against the Milwaukee Schools and from any costs, damages and expenses which arise as a

result of any claim that is based on an assertion that the Milwaukee Schools use of the work products under this Agreement constitutes an infringement of any United States or foreign patent, copyright or trademark provided that the Milwaukee Schools notifies PCI promptly of any such claim or proceeding and gives PCI full and complete authority, information and assistance to defend such claim or proceeding and further provided that PCI shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that PCI shall consult with the Milwaukee Schools regarding such defense. In the event that the work products are finally held to be infringing and its use by the Milwaukee Schools is enjoined, PCI shall, at its election: (1) procure for the Milwaukee Schools the right to continue use of the work products; (2) modify or replace the work products so that they become non-infringing; or (3) if procurement of the right to use or modify or replace cannot be completed by PCI, refund to the Milwaukee Schools its license fees and all annual maintenance fees paid to date. If the Milwaukee Schools modified the work products in any manner without the prior written consent of PCI and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement, the Milwaukee Schools will share proportionately in the cost of the defense and damages, to the extent permitted by law. In the event PCI updates the work products and the Milwaukee Schools does not have a current Maintenance Agreement with PCI, PCI shall provide the Modified Work Products to the Milwaukee Schools at no charge. PCI shall have no liability hereunder if the infringement would have been avoided by the Milwaukee Schools use of either: i) the most current revision of the work products or ii) the Modified Work Products, provided that PCI provided the Milwaukee Schools with adequate notice that such use was required to avoid an infringement claim and provided access to such products. The foregoing states PCI's entire liability and the Milwaukee Schools exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the work products, any part thereof, or use thereof.

8.2 Injury, Property, or Other Damage

PCI shall indemnify, defend, at its expense, and hold harmless the Milwaukee Schools from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, arising out of or relating to bodily injury or death of any person, or to damage to tangible personal or real property, arising out of or relating to the negligence or willful misconduct of PCI, its officers, agents and employees in their performance under this Agreement, unless such injury is caused by the sole negligence or concurrent active negligence of the Milwaukee Schools its officers, employees, or agents. If PCI's negligence combines with the Milwaukee Schools active negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction.

8.3 Technology

PCI shall indemnify, defend, and hold the Milwaukee Schools harmless from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, arising out of PCI's failure to observe and follow any written requirements or specifications issued by manufacturers, vendors, or lessors of equipment, software, and other products furnished by the Milwaukee Schools for use by PCI under this Agreement; provided however that (i) the Milwaukee Schools shall be responsible for obtaining any consents required or necessary for PCI to use such equipment, software or other products provided by the Milwaukee Schools; and (ii) unless such requirements or specifications are already in PCI's possession, the Milwaukee Schools shall provide PCI with written copies thereof.

9. OWNERSHIP OF WORK PRODUCT

All inventions, discoveries, Deliverables, intellectual property, technical communications and records originated or prepared by PCI pursuant to this Agreement including papers, charts, computer programs, and other Documentation or improvements thereto to the extent that such materials are described in or required by the Statement of Work (collectively, the "Work Product") shall be PCI's or the third party supplier's exclusive property. PCI hereby grants the Milwaukee Schools unlimited, irrevocable, world-wide, perpetual, royalty-free non-exclusive rights and licenses to use, modify, reproduce, perform, release, display create derivative products from and

disclose the Work Product, subject to the confidentiality provisions contained in Section 17 of this Agreement.

10. LIMITATION OF LIABILITY AND DISCLAIMERS

Subject to the express provisions and limitations of this Section, the parties intend that each party shall be liable to the other party for all actual, direct damages incurred as a result of the breaching party's failure to perform its obligations.

(a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BELOW, THE AGGREGATE CUMULATIVE LIABILITY OF THE MILWAUKEE SCHOOLS HEREUNDER FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO THE AMOUNT OF CHARGES OWED AND UNPAID FOR SERVICES RENDERED.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, THE AGGREGATE CUMULATIVE LIABILITY OF PCI HEREUNDER FOR ALL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO AN AMOUNT EQUAL TO SUM OF THE FEES PAID OR PAYABLE TO PCI BY MILWAUKEE SCHOOLS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION UPON THE AMOUNTS OF PCI'S LIABILITY SHALL NOT APPLY TO: (A) PCI'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT); (B) PCI'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT); (C) CLAIMS BASED UPON PCI'S FAILURE OR REFUSAL TO CONTINUE SERVICES IN VIOLATION OF SECTION 20; OR (D) ANY DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY. THIS LIMIT ALSO APPLIES TO SUBCONTRACTORS OF PCI. FURTHER, IN NO EVENT SHALL PCI OR ITS SUBCONTRACTORS BE LIABLE FOR LOSS OF OR DAMAGE TO THE MILWAUKEE SCHOOLS DATA EXCEPT AS DESCRIBED IN SECTION 17.

(c) NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF FORESEEABLE OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT (E.G., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION AND IN THE CASE OF LIABILITIES BASED UPON: (1) CLAIMS FOR INDEMNIFICATION); OR (2) CLAIMS WITH RESPECT TO A BREACH OF CONFIDENTIALITY.

(d) NOTWITHSTANDING THE FOREGOING, PCI ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE ABOVE LIMITATION ON ACTUAL DAMAGES, THE TYPES OF DAMAGES THAT THE MILWAUKEE SCHOOLS MAY RECOVER FROM PCI SHALL IN ALL EVENTS INCLUDE ALL ACTUAL DIRECT COSTS AND EXPENSES PAID OR INCURRED BY THE MILWAUKEE SCHOOLS AS A DIRECT RESULT OF ANY FAILURE BY PCI TO PERFORM ITS OBLIGATIONS HEREUNDER, INCLUDING ANY ADDITIONAL COSTS INCURRED BY THE MILWAUKEE SCHOOLS TO OBTAIN REPLACEMENT SERVICES COMPLYING WITH THE TERMS HEREOF AND TO ADDRESS, AND TO MINIMIZE OR AVOID THE CONSEQUENCES OF, THE BREACH AND THE ADDITIONAL AMOUNT THE MILWAUKEE SCHOOLS ACTUALLY HAS TO PAY FOR REPLACEMENT SERVICES.

11. WARRANTY

11.1 Performed Services

PCI warrants that its Services will be performed consistent with generally accepted industry standards. PCI

further warrants that the modules have been configured as agreed to by the Milwaukee Schools and PCI as set forth in Exhibit A and the gap analysis.

11.2 Operate in Substantial Conformity with Product Specifications

PCI products are warranted to operate in substantial conformity with product specifications upon System configuration and certification, during the Initial Warranty period and for any Warranty Extensions that may be purchased thereafter. PCI warrants that Services and Products shall be provided in a timely and professional manner by qualified personnel and that PCI has the right to license the System provided under this Agreement and that the System does not infringe upon any rights of third parties.

11.3 Meet Requirements Include Exhibits

PCI warrants that the System shall meet the requirements of this Agreement including Exhibits.

11.4 Free of Programming Errors

PCI warrants that the System shall be substantially free from programming errors, viruses, and defects.

11.5 PCI Testing

PCI warrants that the System shall be thoroughly tested by PCI. PCI also warrants that the System will be compliant with Americans with Disabilities Act

11.6 Computer Hardware Environment

PCI warrants that the System shall operate on the computer hardware in accordance with PCI's recommended hardware configuration.

11.7 Performance Standards

PCI warrants that the System shall meet the Performance Standard and the Response Time Standard as set forth in Section 5 of this Agreement for five (5) years from the date of Cutover. After Cutover, the Performance Standard and the Response Time Standard requirement shall be effective only in the event that the Milwaukee Schools makes necessary upgrades based upon the Annual Review of the System.

11.8 Correction of Nonconformity or Defect

PCI shall not be obligated to correct or otherwise remedy any nonconformity or defect in the System if the Milwaukee Schools has made any application software changes to the System without the approval of PCI or if the Milwaukee Schools has not reported to PCI the existence and nature of such nonconformity or defect promptly upon discovery thereof.

11.9 Fixes, Feature Release and Version Releases

All Fixes Releases, Features Releases, and Versions Releases, applied to, or installed on, the System shall be incorporated into the Warranty.

11.10 Initial Warranty

The Initial Warranty shall become effective upon the System being put into production use by the Milwaukee Schools.

11.11 Warranty Extensions

Warranty Extensions shall include Maintenance and Support Services. Annual renewals will be automatic, for five (5) years from the expiration of the initial warranty, unless cancelled by written notice from the Milwaukee Schools. PCI agrees that pricing regarding Warranty Extensions will remain valid, prorated, and invoiced in advance, to an annual billing cycle.

11.12 System Functionality Warranty

PCI represents and warrants that all PCI-provided System Software configurations, modifications, customizations, data conversions and interfaces (i) shall function properly and in accordance with the design document, separately and as a fully integrated system, and (ii) when operated together will not cause any material delays, defects, or problems with the System Software, subject to any capacity constraints of the Milwaukee Schools' communications network environment. PCI further warrants that the System Software functionality that is identified in Exhibit A as "Fully 'Out of the Box,'" will be delivered to the Milwaukee Schools by PCI, to the maximum extent possible, without modifications to the System Software or the source code, bolt-on programs, or extensive workarounds. In addition, PCI warrants that the modifications to the System Software performed by PCI hereunder will not detract from or otherwise interfere with the full functionality of the

System Software as described in the Specifications and Acceptance Criteria. Additionally, PCI warrants that the system will function in accordance with Infor’s Response to Milwaukee Schools’ RFP for a minimum of seven years. Any modifications necessary to make the solution comply with Infor’s response shall be made and supported at no additional cost to Milwaukee Schools.

11.13 Warranty Disclaimer

PCI DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, EXCEPT THOSE SPECIFICALLY STATED ABOVE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF PCI.

11.14 Warranty Remedy

For a violation of any of the forgoing warranties, the remedy shall be defined and escalated through the PCI help desk escalation procedures as described in 1.4.1.

12. TERMS OF PAYMENT

12.1 Introduction

Intentionally Omitted

12.2 Pricing

Intentionally Omitted

12.3 Payment

Intentionally Omitted

12.5 Invoicing

Intentionally Omitted

13. TERMINATION

The Services to be provided under this Agreement may be terminated in whole or in part, by the Milwaukee Schools in accordance with this Section whenever the Milwaukee Schools determines that such termination is in the best interest of the Milwaukee Schools which termination shall be effective at 11:59 p.m. on the intended date of termination (the “Termination Date”). Any such termination shall require a minimum of thirty (30) days’ written notice and shall be effected by delivery to PCI of a notice specifying the extent to which provision of services under the Agreement are terminated, and the date upon which such termination will become effective (the “Termination Notice”). In the event the Milwaukee Schools elects to terminate any category of Service (but not all Services in the aggregate) pursuant to the terms hereof, PCI shall perform its Disentanglement obligations hereunder to the extent applicable to the Service or Services being terminated. In the event of all or any partial termination of the Services, PCI shall be entitled to the unpaid Fees for Services actually rendered up to and including the applicable Termination Date, on a time and materials basis, at the then current PCI hourly rate for each of the PCI Personnel assigned to perform such unpaid Services in connection with the undelivered Deliverables that were to be provided or the tasks to be performed under Exhibit A and Exhibit B. In the event of such early termination, the Milwaukee Schools and PCI shall negotiate an equitable additional payment to PCI, which shall take into account PCI’s cost of termination of third-party software licenses, and for leases of equipment and real property, entered into for and on behalf of the Milwaukee Schools in connection with this Agreement. The Milwaukee Schools shall also return any retainages of the Fees for services in connection with previously delivered Deliverables or completed milestones and PCI shall be entitled to retain any software license fees paid the Milwaukee Schools. In the

case of any such software license fees being retained by PCI, the Milwaukee Schools shall continue to enjoy the right to use the software; provided, however, that PCI shall not be obligated to maintain or support the software. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, the issue will be treated as a dispute under this Agreement.

Upon termination, PCI will provide the Milwaukee Schools with working documents, notes, and data assembled prior to PCI's receipt of notice, and the Milwaukee Schools will pay PCI for professional services completed prior to said notice. PCI will refund software license fees that have been paid to date by the Milwaukee Schools provided that termination is for cause.

13.1 Disentanglement

In connection with any expiration or termination of the Term of this Agreement or of the provision of any of the Services provided hereunder, PCI shall take all actions necessary to accomplish a complete and timely transition from PCI to the Milwaukee Schools or to any replacement providers (collectively, the "New Consultant" or "NC") designated by the Milwaukee Schools of the Services being terminated (a "Disentanglement"), without material impact on the Services or any other Services provided by third parties. PCI shall cooperate with the Milwaukee Schools and the NC and otherwise take all steps reasonably required to assist the Milwaukee Schools in effecting a complete and timely Disentanglement. PCI shall provide the Milwaukee Schools and the NC with all information regarding the Services or as is otherwise needed for Disentanglement, subject to NC agreeing to maintain the confidentiality of PCI confidential information. PCI shall provide for the prompt and orderly conclusion of all work, as the Milwaukee Schools may direct, including completion or partial completion of projects, Documentation of work in process, and other measures to assure an orderly transition to the Milwaukee Schools. PCI shall provide any additional Disentanglement Services as Milwaukee Schools reasonably requests for a period of up to one (1) year, on a time and materials basis, at the then current PCI hourly rate for each PCI Person that is reasonably required to perform such Disentanglement Services as requested by Milwaukee Schools.

14. SURVIVAL

The terms of Section 8, Indemnification, Section 1.2 Software License, Section 17, Protection and Security of Confidential Data, and Section 27, General shall survive the termination of this Agreement.

15. INSURANCE

PCI shall procure and maintain, during the performance of this Agreement, Comprehensive General Liability insurance, Professional Liability, Cyber Liability and Worker's Compensation and Disability coverage for PCI employees where services are to be performed, and such other insurance coverage insuring against loss or damages to the Milwaukee Schools property and/or personnel caused by PCI activities. PCI shall not commence work under this Agreement until PCI has obtained all insurance required under this Paragraph and the Milwaukee Schools has approved such insurance, nor shall PCI allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Milwaukee Schools will be named on all liability policies as "Additional Named Insured" for the proposed work. All liability policies will be written in an "occurrence" form unless otherwise specifically approved by the Milwaukee Schools.

15.1 Worker's Compensation Insurance and Employer's Liability Insurance

PCI shall take out and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in all states covering all its employees, and in the case of any work sublet, PCI shall require its subcontractors similarly to provide

statutory Workers' Compensation Insurance for the latter's employees. PCI shall take out and maintain during the life of this Agreement, Employer's Liability Insurance with a limit of \$1million per accident/injury by an insurance company authorized to write such insurance in all states where PCI will have employees located in the performance of this Agreement and PCI shall require each of its subcontractors similarly to maintain Employer's Liability Insurance on its employees.

15.2 Public Liability Insurance

15.2.1 PCI shall maintain during the life of this Agreement such Public Liability Insurance as shall protect it against claims for damages resulting from bodily injury, including wrongful death, and property damage, which may arise from operations under this Agreement whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

a. Bodily Injury Limits:

\$1,000,000 Each Person
\$2,000,000 Each Occurrence

b. Property Damage Limits:

\$ 500,000 Each Occurrence
\$1,000,000 Aggregate

15.2.2 The Public Liability Insurance required by the preceding Sub-paragraph 15.2.1 shall include the following extensions of coverage: the coverage shall be provided under a Commercial General Liability form of policy or similar thereto.

15.3 Certificate of Insurance

PCI shall furnish the Milwaukee Schools with a copy of a Certificate of Insurance evidencing policies required in Sub-paragraphs 15.1 and 15.2, to be submitted online through Milwaukee Schools' third party vendor, EXIGIS Risk Management. Such Certificate of Insurance shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required in Sub-paragraph 15.2.2. Such Certificate of Insurance shall specifically state that the insurance company or companies issuing such insurance policies shall endeavor to give the Milwaukee Schools at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on said Certificate(s) is shown to expire prior to completion of all terms of this Agreement, PCI shall furnish a Certificate of Insurance evidencing renewal of such coverage to the Milwaukee Schools.

15.4 Insurance Company and Agent

All insurance policies herein required of PCI shall be written by a company duly authorized by Federal or State law and licensed to do business in the Milwaukee Schools and be executed by some agent thereof duly licensed as an agent in said state of Wisconsin.

16. LIQUIDATED DAMAGES & CRITICAL DELIVERABLES

The parties acknowledge that the Milwaukee Schools has dedicated resources and staff to this project. PCI acknowledges that untimely submission of any critical deliverable, which are critical components of the project, will cause actual economic damage to the Milwaukee Schools in amounts that PCI acknowledges would be difficult to estimate or prove. The Milwaukee Schools also acknowledges that untimely submission can be caused by either an act of God or for reasons outside of PCI's control but under the control of the Milwaukee Schools.

In the event that PCI is the primary cause for failing to provide any Critical Deliverable for review and acceptance by the Milwaukee Schools pursuant to Section 6 of this Agreement, in a form that at a minimum is substantially complete and of a reasonable quality and within the time frames agreed between PCI and the

Milwaukee Schools; the Milwaukee Schools may elect by written notice to PCI to seek any and all available remedies under this Agreement.

17. PROTECTION AND SECURITY OF CONFIDENTIAL INFORMATION

17.1 Responsibilities of Each Party

Each party shall:

- (a) Maintain the confidentiality of the Confidential Information of the other party;
- (b) take steps to minimize the dissemination or copying of the Confidential Information of the other party except to the extent necessary and appropriate to perform its obligations under this Agreement;
- (c) use the same care to prevent disclosure of the Confidential Information of the other party to third parties as it employs to avoid disclosure, publication, or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care;
- (d) use the Confidential Information of the other party solely for the purpose of performing its obligations under this Agreement;
- (e) not acquire any express or implied right or license under any patent, copyright, trade secret, or other right or assert any lien against Confidential Information of the other party;
- (f) promptly return, or provide a copy of, as the requesting party directs, Confidential Information upon the request of the other party (provided that PCI may retain such Confidential Information as it requires in order to perform the Services for so long as it is required to perform such Services); and
- (g) use commercially reasonable efforts to inform its employees, agents, and subcontractors who perform duties with respect to this Agreement about these restrictions.

17.2 Disclosure of Confidential Information

Each party may disclose Confidential Information of the other party to its employees, agents, and subcontractors who have: (i) a need to know such Confidential Information in order to perform their duties; and (ii) a legal duty to protect the Confidential Information. A party receiving Confidential Information of the other party assumes full responsibility for the acts or omissions of its subcontractors and employees with respect to such Confidential Information. Notwithstanding the foregoing, in no event shall PCI disclose or otherwise reveal any portion of the Milwaukee Schools Confidential Information to any Affiliate of PCI without the Milwaukee Schools' prior written consent.

17.3 General Security

PCI shall follow all security practices, policies and procedures set forth by the Milwaukee Schools and will make every effort to ensure the security of the Milwaukee Schools network, systems, and software while performing the contracted services and work identified in this Agreement.

The connection of any electronic device and/or equipment (including, but not limited to, computers, personal digital assistants ("PDA's"), "BlackBerry" devices, smart phones, cellular phones, routers, and switches) to any device on the Milwaukee Schools network infrastructure is prohibited without prior authorization and must be (where applicable) scanned for viruses, malicious code, worms, etc. by the Milwaukee Schools.

All PCI personnel working on-site for any period of time and require the use of their own personal electronic devices shall have the latest operating system security updates and a generally accepted anti-virus software installed (where applicable) with the latest updates and virus definitions on these devices.

The use of any software (e.g., password decoders, network sniffers, ports or security scanners) is prohibited without prior authorization by the Milwaukee Schools.

A Milwaukee Schools issued user-id and password is required for PCI's employee requiring access to the Milwaukee Schools network and systems. A Milwaukee Schools issued building access card is required for PCI's employees

to access Milwaukee Schools office spaces. Under no circumstances shall Milwaukee Schools user-ids and passwords be revealed, released, or otherwise disseminated to anyone other than those to whom they are assigned. Under no circumstances shall Milwaukee Schools building access cards be shared or otherwise disseminated to anyone other than those to whom they are assigned. PCI will be required to comply with Milwaukee Schools security and access policies.

17.4 Clients System Data

PCI agrees to protect the confidentiality of the information maintained by the Milwaukee Schools and further warrants that any PCI staff assigned to the Project will not, beyond that necessary for this Agreement, release, disseminate, copy or otherwise utilize, for any purpose, any other information of the Milwaukee Schools without the Milwaukee Schools prior written authorization.

18. ASSIGNMENT

Neither party shall assign or transfer this Agreement nor any rights or obligations hereunder.

19. NOTICES

All notices given between parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or Country of Origin Mail to the persons identified below:

For: PCI LLC.

Alastair Main, President
4899 W Waters Ave, Suite A
Tampa, Florida 33634

Additional Information:

Telephone: (813) 885-7974
Fax: (813) 882-4577
E-mail: alastair.main@pciusa.com

For: Milwaukee Schools

Contract Law Coordinator
5225 W. Vliet Street, Room 160
Milwaukee,

Additional Information:

Telephone: [ClientPhone]
E-mail: [ClientEmail]

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20. DISPUTE RESOLUTION

20.1 [Intentionally Omitted]

20.2 Project Managers Resolution

In the event of any dispute or disagreement between the parties which does not require immediate legal relief, whether with respect to the interpretation of any provision of the Agreement, or with respect to the performance of either party hereto each of the parties will have their respective Project Managers meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. If a resolution to such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to a meeting of the Project Steering Committee. If a resolution to such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to the Vice President level of PCI and the Director level of the Milwaukee Schools. . No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable or injunctive relief, may begin until the dispute resolution procedure is completed.

20.3 No Termination or Suspension of Services

Notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall PCI interrupt or suspend or terminate the provision of Services to the Milwaukee Schools or perform any action that prevents, impedes, or reduces in any way the provision of Services or the Milwaukee Schools 's ability to conduct its activities, unless: (i) authority to do so is granted by the Milwaukee Schools, or conferred by a court of competent jurisdiction; or (ii) the Term of this Agreement has been terminated and PCI has performed its obligations with respect to a Disentanglement; or (iii) or the Milwaukee Schools has failed to pay PCI undisputed invoices that are past due in excess of sixty (60) days after receiving notice from PCI of such delinquency. In the event that the Milwaukee Schools fails to make such full payment within said 60-day period, PCI shall grant to the Milwaukee Schools an additional thirty (30) days to render full payment provided that the Milwaukee Schools requests such additional thirty (30) days.

21 FORCE MAJEURE

Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of service resulting from act of war, act of God, act of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

22 INDEPENDENT CONTRACTOR

PCI shall at all times act as an independent contractor in the performance of this Agreement. Neither PCI nor its employees or agents shall represent themselves to be or be deemed to be employees of the Milwaukee Schools.

23 SOLICITATION OF EMPLOYEES PROHIBITED

Unless the other party consents, neither party will solicit or otherwise interfere with the employment relationship of the other as a result of work under this Agreement for a period of six (6) months after final payment for acceptance of the System. Advertising in publications of general circulation or advertising or solicitation through other public media shall not constitute such prohibited solicitation.

25 NONDISCRIMINATION

In performance of this Agreement, PCI agrees that it will adhere to the nondiscrimination requirements set forth in Milwaukee Board of School Directors Administrative Policy 1.04.

26 NON-APPROPRIATION

It is understood and agreed between the parties that the Milwaukee Schools shall be bound hereunder only to the extent that the funds are appropriated and budgeted for the purpose of this Agreement. In the event no funds or

insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, the Milwaukee Schools will immediately notify PCI of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received.

27 GENERAL

27.1 Applicable Law and Venue

This Agreement is made in and shall be governed by the laws of Milwaukee, Wisconsin. In the event of litigation, venue shall be in the Circuit Court of Milwaukee, Wisconsin. This provision shall not be construed to prevent a party from instituting and a party is authorized to institute formal proceedings to avoid the expiration of any applicable limitation periods.

27.2 Severability

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

27.3 Waiver

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

27.4 Changes

This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

27.5 Taxes

PCI stipulates any taxes, whether specifically identified in this Agreement or not, which are imposed currently or in the future, by any authority with the power of taxation in connection with the sale of licensed software, hardware, services and/or maintenance shall be paid by the Milwaukee Schools. The Milwaukee Schools represents it is exempt from federal excise and shall provide certificates of exemption to PCI upon request.

29 DEFINITIONS

“Acceptance” shall have the meaning described in Section 6 of this Agreement. Acceptance may be further defined as “Conditional Acceptance,” “System Acceptance,” or “Software Component Acceptance” as is further described in Section 6.

“Annual Review” shall have the meaning described in Section 1.4.2

“Change” means a change to the scope of the Services.

“Change Order” means a document describing potential or actual changes to the scope of the Services, as further defined in Section 2 of this Agreement.

“Milwaukee Schools Project Manager” means the representative of the Milwaukee Schools designated to oversee the provision of the Services by PCI on a day-to-day basis.

“Deliverables” means the items identified as “Deliverables” or a “Deliverable Material”.

“Design Document” means a document detailing the changes to be implemented into the System.

“Documentation” means publications relating to the System, such as reference, user, installation, system administrator, and technical guides.

“Fees” means the fees payable by the Milwaukee Schools to PCI hereunder in consideration of PCI’s provision of the Services.

“Features Release” means a major release of Software containing significant product enhancements and improvements including Fixes Releases since the last Features Release.

“Fixes Release” means a minor release of Software containing primarily error corrections. A Fixes Release may also contain limited improvements that do not affect the overall structure of the Software.

“Go-Live Date” means the date on which a Software Component or the entire System, as the case may be, have entered Productive Use

“Initial Warranty” means the initial period of time during which PCI warrants the System and Deliverables, as is further described in Section 11.

“Live Testing” shall have the meaning described in section 6.

“Maintenance and Support” means various services provided by PCI to the Milwaukee Schools in support of the Milwaukee Schools on-going use of the System.

“PCI Personnel” means the PCI Project Manager, the Key Personnel, and all employees of PCI, and all employees of subcontractors of PCI, who are providing the Services at any time during course of this Agreement. An individual within such description is a “PCI Person.” PCI shall make available the number of PCI Personnel necessary to properly perform PCI’s obligations under this Agreement. At any time, upon the request of the Milwaukee Schools, PCI shall provide the Milwaukee Schools with a list of all persons who at such time are PCI Personnel, which list shall include the positions occupied by each such person.

“PCI Project Manager” means the PCI Person designated to manage the day-to-day provision of the Services.

“Products” means, collectively, the Hardware, Software, and Third Party Software provided by PCI and required for implementation of the System.

“Productive Use” means use of the System to run the business of the Milwaukee Schools.

“Project” means the Services and Products to successfully implement the System in accordance with the Project Plan.

“Reimbursable Expenses” are reasonable travel, lodging, and meal costs incurred by PCI. The following points describe Reimbursable Expenses and limitations thereon in more detail.

- Airfare will be based on the lowest coach fare available for the date and time of travel, including change fees if necessary, provided that such airline travel schedule does not create undue inconvenience to PCI personnel travel schedules, i.e. weekend travel, etc., or extended layovers. Defining such “inconvenience” for the purposes of expense reimbursement shall rely on the reasonable, mutual agreement of the parties.
 - Travel by vehicle based on the rate set forth in the Milwaukee Schools Travel Policy.
- Rental car will be based on the lowest rate available, at the arriving airport, for a vehicle that meets the needs of the person(s) traveling, including fuel. In most cases, a mid-size or smaller car will be used. However, a larger vehicle may be required based on the number of people traveling and the equipment that is being carried.
- Lodging will be based on the best available rate for a hotel which provides appropriate facilities for the person(s) traveling to perform any necessary business related tasks and is readily accessible to the project's location.

- Meals, i.e. breakfast, lunch and dinner, will be based on normally acceptable costs at Milwaukee, Wisconsin GSA rates and it will exclude alcohol.
 - Reasonable parking fees for parking while at the Milwaukee Schools.
- Reasonable parking fees for parking at the departure airport or transportation fees for travel to the departure airport.

“Services” means the installation, implementation, integration, configuration, and other services with respect to the System that PCI is engaged to perform pursuant to this Agreement, as described in Section 1 of this Agreement.

“Software” means the licensed programs myRevenueCollector (Revenue Collection System or RCS) identified in this Agreement.

“Software Component” means a portion of System which will be tested and accepted in accordance with the procedures described in Section 6 of this Agreement

“Source Code” means the human-readable program instructions in their original form, for the Software.

“System Acceptance” shall have the meaning described by Section 6.4

“System” means the myRevenueCollector (“Revenue Collection System” or “RCS”) System described in the Documentation. The System includes the Software, Third-Party Software, modifications, configurations, and any custom programming as well as all revisions and customizations to any or all of the above software which may be required to implement the system.

“Warranty Extension” means an extension of the Initial Warranty Period. The Milwaukee Schools will be considered to have a Warranty Extension as long as it receives Maintenance and Support from PCI.

“Work Product” shall have the meaning described in Section 9.1

WHEREFORE, the parties hereto execute this Agreement by their duly authorized representative or officer.

Milwaukee Schools

PCI, LLC

By: _____
Title: [ClientContactPosition]

By: Alastair DW Main
Title: President

Date: _____

Date: _____

Attest:

Milwaukee Schools Clerk

Exhibit A

Milwaukee Schools Functional Requirements
Separate document

Exhibit B

Terms for Maintenance and Support

Terms used in this Agreement will have the meanings given below:

- A) “Documentation” means the documentation provided by PCI for the Software pursuant to the License Agreement.
- B) “Enhancements” means changes or additions to the Software which PCI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.
- C) “Software incident” means a material deviation of the Software from the specifications for the Software to be agreed as part of the Gap Analysis.
- D) “License Agreement” means the license agreements specified in the Main Contract pursuant to which PCI licensed the Software to Milwaukee Schools.
- E) “Maintenance and Support Period” means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The initial Maintenance Period is specified in the Main Contract. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.
- F) “Software” means the software specified in the Main Contract.

System Service Level Agreement (System SLA)

The myRevenueSystem shall be fully operational and available for use by Milwaukee Schools users ninety-nine and nine-tenths (99.9%) of the time. The following identifies the myRevenueSystem response time standards that will be maintained.

- A) Add and Update Performance Criteria
The system shall perform in a three (3) second or less response time, on add or update of a single data record, ninety five percent (95%) of the time or better.
- B) Search Performance Criteria
The System shall perform within five (5) seconds or less response time, on unique key search items such as account number or real estate PIN, ninety-five percent (95%) of the time or better. The Citizen and Business Tax portal (hereinafter referred to as “portal”) will be available 24 hours a day 7 days a week. The portal will be returned into production operation within 24 hours of the portal becoming inoperable or unavailable as a result of either a partial or complete failure in the hosting facility(s). Failure to return the portal into production operation within 24 hours, PCI agrees to pay liquidated damages at a rate of two (2) times the annual maintenance cost for disaster recovery for each occurrence. Additionally, PCI shall test the disaster recovery plan once per year. If the disaster recovery test fails, PCI must take corrective measures to ensure successful retest within ten (10) days of failure. All testing shall be at no cost to Milwaukee Schools.

(NOTE: Due to the number of customizations required for Milwaukee Schools, PCI can only commit at this time to maintaining the above stated response time standards for web page data loading based on dynamically loading only the outstanding balances. Once the full detail design has been agreed, PCI and Milwaukee Schools will review the response time standards for the Citizen and Business Tax portal to ensure reasonable and acceptable response time standards are defined.)

Maintenance and Support

- A) PCI Standard Maintenance and Support Services provide Milwaukee Schools with new functional or technical enhancements to the then current installed version of the myRevenueSystem and the ten current installed myRevenueSystem modules.
- B) PCI Standard Maintenance and Support Services provide Milwaukee Schools with access to the PCI help desk as outlines in the following points:
 - a. The PCI support services are provided as a remote service to Milwaukee Schools from our PCI offices.

- b. The PCI help desk is available Monday through Friday, excluding PCI observed holidays, from 7:30 am EST to 7:00 pm EST, with ongoing support via cell phone until 8:00 pm EST.
 - c. The PCI support services can be accessed using any of the following methods of communication:
 - i. Toll-free telephone support at 866.328.8584.
 - ii. Email support at support @pciusa.com
 - iii. Customer support web access at <http://support.pciusa.com> using login credentials provided by PCI to Milwaukee Schools.
- C) PCI Standard Maintenance and Support Services provided Milwaukee Schools with:
- a. Software incident corrections to the Software.
 - b. Software releases are provided periodically to address technical and functional compatibility with system software and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
 - c. Enhancements to the then current installed version of the myRevenueSystem and the then current installed myRevenueSystem optional modules may be provided in new releases of the myRevenueSystem solution and the myRevenueSystem optional modules.
- D) All issues and software incidents will be prioritized according to the following schedule:

Severity	
4 – Minor	<ul style="list-style-type: none"> • Defined as a very minor problem or question that does not affect the application’s function, e.g. the text of a message is worded poorly or misspelled. • Response time to acknowledge issue no more than 8 business hours after notice from Milwaukee Schools. • Provide resolution within next two releases, includes major releases, minor releases and patches, of the software and not more than 120 business days after notice from Milwaukee Schools, unless otherwise agreed in writing between PCI and Milwaukee Schools.
3 – Standard	<ul style="list-style-type: none"> • Defined as minor problem that exists with the application but the majority of the functions are still usable and some circumvention may be required to provide service, e.g. an infrequently used subcommand gives an incorrect response. • Response time to acknowledge issue no more than 8 business hours after notice from Milwaukee Schools. • Provide resolution within next release, includes major releases, minor releases and patches, of the software and not more than 60 business days after notice from Milwaukee Schools, unless otherwise agreed in writing between PCI and Milwaukee Schools.
2 – Priority	<ul style="list-style-type: none"> • Defined as an urgent software system component that has significant outages and/or failure precluding its successful operation, and possibly endangering Milwaukee Schools’s environment. • The application may operate but is several restricted, e.g. a frequently used user exit gives an incorrect response. • Response time to acknowledge issue no more than 4 business hours after notice from Milwaukee Schools. • Resolution without software fix required within 5 business days after notice from Milwaukee Schools, unless otherwise agreed in writing between PCI and Milwaukee Schools. • Resolution with software fix required within 15 business days after notice from Milwaukee Schools unless otherwise agreed in writing between PCI and Milwaukee Schools. • Provision of a non-software fix does not relieve PCI of obligation to provide a software fix.
1 – Critical	<ul style="list-style-type: none"> • Defined as a critical situation, when Milwaukee Schools’s production system is down and the agency is unable to use the application.

	<ul style="list-style-type: none"> • Response time to acknowledge issue within 2 business hours after notice from Milwaukee Schools. • Reproduce and document software defect to development within 4 business hours after notice from Milwaukee Schools. • Resolution without software fix required within 1 business day after notice from Milwaukee Schools, unless otherwise agreed in writing between PCI and Milwaukee Schools. • PCI solutions depend on 3rd party software applications, i.e. operating systems, database engines, integration points, etc. in order to function correctly. Therefore, should one of the 3rd party software components be party software components be part or all of the cause of the reported issue, the 5 business days turn around will no longer be in effect. In these situations, PCI will: <ul style="list-style-type: none"> ○ Work closely with all 3rd party vendors to remedy the situation in a timely manner. ○ Work with Milwaukee Schools to agree the steps necessary to remedy the situation when 3rd party vendors are involved. • Provision of a non-software fix does not relieve PCI of obligation to provide a software fix.
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- E) The PCI help desk will investigate and correct suspect issues and software incidents at the PCI offices. During the course of investigating and correcting the suspected issues or software incidents, the PCI help desk will use the following escalation procedures with all issues and software incidents:
- a. Any incident that cannot be resolved within 8 PCI help desk business hours from the date and time of initial receipt of the incident will be escalated to the second line support team. PCI help desk business hours are defined in section 3.B.
 - b. Any incident that cannot be resolved by the second line support team within 16 PCI help desk business hours from the date and time of receiving the issue or software incident from the first line support team will be escalated to the PCI development team.
 - c. Any incident that cannot be resolved by the development team within 8 PCI help desk business hours from the date and time of receiving the issue or software incident from the second line support team will be escalated to PCI’s senior management for analysis and determination of resolution.
 - d. If within 48 PCI help desk business hours of mutually determining between PCI and Milwaukee Schools that all available remote support methods are unable to assist in resolving the issue or software incident, PCI, at Milwaukee Schools’s request, will send a support technician onsite to assist in resolving the reported issue or software incident. All costs, excluding reasonable travel and other out-of-pocket expenses, for the support technician are included in the annual software and support agreement cost. All reasonable travel and out-of-pocket expenses will be billed directly to Milwaukee Schools.
- F) The Jurisdiction will be charged on an hourly rate at PCI’s then-current hourly rates for any issue or software incident that is attributable to a cause other than the Software as delivered by PCI.
- G) If the Software module containing the issue or software incident has been modified by non-PCI personnel, Milwaukee Schools will be charged on a time-and-materials basis at PCI’s then-current hourly rates for analyzing and fixing the software incident in Milwaukee Schools’s version, and for any Installation assistance Milwaukee Schools requires.
- H) The maintenance and support period will automatically renew at the expiration of the previous maintenance and support period. PCI will issue the annual maintenance and support renewal invoice at least thirty (30) calendar days from the expiration of the then-current maintenance and support period.
- I) Annual maintenance and support is available to Milwaukee Schools on if (i) Milwaukee Schools has paid the maintenance and support fee for all prior Maintenance and Support periods; and (ii) Milwaukee Schools

incorporates in the Software all releases, corrections, and Enhancements to the Software that PCI has made available to Milwaukee Schools, no less than two minor software releases prior to current release.

- J) All Enhancements and corrections to the Software and Documentation provided by PCI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to Milwaukee Schools and are hereby licensed to Milwaukee Schools as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

Payment Terms

- A) Milwaukee Schools will pay the maintenance fees for the initial Maintenance and Support Period. PCI will provide Milwaukee Schools with an invoice for the maintenance and support fees for each subsequent Maintenance and Support Period at least thirty (30) calendar days prior to the expiration of the then-current Maintenance and Support Period. PCI will not be obligated to provide maintenance and support services in any maintenance and Support Period (including the initial maintenance and Support Period) unless the maintenance and support fees for the Maintenance and Support Period have been paid in accordance with the Order Form.
- B) All fees and expenses are to be paid to PCI in United States Dollars, by wire transfer of funds to an account designated by PCI or by check sent to PCI at 4899 W. Waters Avenue, Suite A, Tampa, FL 33634. PCI's invoices are due and payable in full within thirty (30) calendar days from the date Milwaukee Schools receives a proper invoice. If Milwaukee Schools does not pay an invoice within thirty (30) calendar days after receipt, PCI may add an interest charge of one percent (1%) per month, if invoice is not in dispute, this interest will begin to accrue on the thirty-first (31st) day after Milwaukee Schools's receipt of PCI's proper invoice and will accumulate on the outstanding balance on non-disputed invoices on a daily basis until paid in full.

Limitation of Liability

- A) If Milwaukee Schools should become entitled to claim damages from PCI (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), PCI will be liable only for the amount of Milwaukee Schools's actual direct damages, not to exceed (in the aggregate for all claims) the amounts paid by Milwaukee Schools to PCI for the Maintenance and Support Period with respect to which the claims arise. This limit also applies to PCI's licensors. It is the maximum liability for which PCI and its licensors are collectively responsible.
- B) In no event will PCI or any person or entity involved in the creation, manufacture or distribution of any Software, services or other materials provided under this Agreement be liable for: (1) any damages caused by the failure of Milwaukee Schools or its affiliates or suppliers to perform their responsibilities; (2) any claims or demands of third parties (other than those third party claims covered by Section 5.B.1); or (3) any lost profits, loss of business, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if PCI has been advised of the possibility of such damages.
- C) The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Section 5.B.1. The limitations of liability set forth in this Section will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be deemed to limit any liability to an extent that would not be permitted under applicable law.
- D) The foregoing limitations apply to this Annual Maintenance and Support Agreement.

Law and Disputes

Both PCI and Milwaukee Schools agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

General

- A) The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this

Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

- B) No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

Memorandum

To: Sherry Diedrich, MHC

From: Amy Sasina and Chris Carr, Plante Moran

Date: 5/4/2017

Re: Milwaukee Public Schools – HRMS/FIS System Selection – Contract Negotiations

Please confirm that the functionality and services indicated in the following statements are applicable to the proposed solution and will be provided as a part of the MHC Software being sold under the Stellar Order Form to Milwaukee Public Schools.

3/31/2017

Question: What is this?	Signature Digitization and Encryption	signature services	\$500
Signature Service		250/each x 2	

MHC Response - we provide a signature specification sheet that their authorized signatory signs and we prepare the electronic signatures that they will use for their signature logic and printing within the Document Express AP and Payroll modules.

4/12/2017

Question: MHC Workstation licenses - the contract its states that for AP, Bank Reconciliation, 1099, Payroll, and 1095s, MPS will get one site/user and one backup user (along with a test / non-production user). This means that one workstation will be used to load docs for AP, Bank Reconciliation and 1099s and another workstation will be used for Payroll and 1095-C modules. Having only 2 workstations doesn't seem sufficient given that different people deal with each one of these modules. What if we had 10 workstations in total (averaging 2 workstations per module)? Can you provide pricing increase for this (one-time and annual)?

MHC Response: each application module includes one user seat (workstation), one back-up seat and one test/non-production seat so they can be loaded on various workstations. Customers typically load AP, Bank Recon and 1099 on a similar workstation and Payroll, W-2 and 1095-C on a separate workstation for segregation of departments and duties. If MPS wants to load each of the modules on separate seats/workstations, then that's fine and compliant with the seat licensing at their site.

Question: Please clarify what the following means: "1 AP / ACH CTX format and one Wire format acceptable?" Right now MPS uses ACH for payroll and will be starting to use it for child support payments (as required by the State of WI) next month, but they have separate ACH company IDs. In the future they'd like to pay vendors via ACH. Will this work?

MHC Response: the RFP response focused on ACH payments for AP, no Payroll applications. This is a good time to address the ACH needs specific to MPS by adjusting the MHC products for AP and Payroll. Here's what we included in the proposal and perhaps how the products can be allocated- one AP ACH CCD format (which can be used to pay AP vendors), one ACH CTX format (addenda format which can be

used to pay AP vendors), one wire format (which perhaps can be reallocated to payroll for no additional proposal cost) and ACH Module for Pay Card Processing- one format (which perhaps can be reallocated to payroll for no additional proposal cost).