



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA  
Department of General Services - Office of Procurement

**PURCHASE ORDER**

<i>Purchase Order No.</i>	<i>Rev.</i>	<i>Date</i>
61953		2/21/2008

<i>Supplier No.</i>	<i>Solicitation No.</i>	<i>Delivery Date</i>	<i>FOB Point</i>	<i>Invoice Terms</i>
702376	56666	As Specified	Destination	N45

HANSEN INFORMATION TECHNOLOGIES INC 1745 MARKSTON ROAD SACRAMENTO, CA 95824 Attn: CRAIG HANSEN  Phone: 916-921-0883	<i>S</i> DEPT. OF TRANSPORTATION <i>h T</i> 1415 11TH STREET_MS#10 <i>i o</i> SACRAMENTO, CA 95814 <i>p</i>  Attn: G LOCKSHAW (916) 263-4993	<i>C</i> DOT PURCHASING IMS B-15 <i>h a T</i> 1727 30TH STREET MS #65 <i>r o</i> SACRAMENTO, CA 95816 <i>s e</i> SEE BELOW 4 INVOICE INST.	
	<i>Agency Billing</i> 60004	<i>Agency Purchase Estimate</i> 22-0432JW	<i>Purchase Estimate</i> 66996 <i>Revision</i> 0
	<i>Agency Contact</i> JOHN WILLIAMS	<i>Phone</i> 916-227-6031	<i>Date Received</i>

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p><u>TERMS AND CONDITIONS:</u></p> <p>THE ATTACHED DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT:</p> <p>1) Statement of Work, consisting of three (3) pages            2) Infor Order Form            3) Infor Software Support Agreement            4) Infor Addendum to the Software Support Agreement</p> <p>THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.</p> <p>1) IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007  <a href="http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf">http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf</a></p> <p>2) Information Technology Software License Special Provisions (Effective 01/21/2003)  <a href="http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf">http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf</a></p>						
1	1	EA	9091-250-0051-6	SOFTWARE SUPPORT Hansen Software Support Renewal	1,544,400.0000	1,544,400.00
<b>Total Value:</b>						1,544,400.00
<p><u>NOTE:</u></p> <p>There will be no tax charged against this Purchase Order.</p> <p><u>CHANGE ORDERS:</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Purchase Order,</p>						

Sales and/or use tax to be extra unless noted above

<i>Buyer:</i>  DIANA MERCADO	<i>Phone</i> 916-375-4430	<i>BOC Number</i>
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STATE OF CALIFORNIA

Department of General Services - Office of Procurement

**PURCHASE ORDER CONTINUATION**

Form GSOP 2-PIN (04/98)

<i>Purchase Order No.</i> <b>61953</b>	<i>Revision</i>	<i>Date</i> 2/21/2008	<i>Supplier No.</i> 702376	<i>Supplier Name</i> HANSEN INFORMATION
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<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<p>including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p><u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u></p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (<a href="https://www.scprs.dgs.ca.gov">https://www.scprs.dgs.ca.gov</a>). The Registration Number is: 26600208288425</p>						

## DEPARTMENT OF TRANSPORTATION

### STATEMENT OF WORK

This Statement of Work (SOW) reflects the services to be provided by Hansen Information Technologies, an Infor company, hereinafter referred to as the "Contractor," for the Department of Transportation, hereinafter referred to as "CALTRANS".

#### SCOPE

The Contractor will provide the following services to CALTRANS during the term of the Software Support Agreement (the "Support Agreement"):

- a. CALTRANS will receive, when and if generally available, updates, enhancements or modifications to the then-current, general release version applicable to CALTRANS' specific version of HANSEN Version 7 application software that are not separately priced or licensed as new products.
- b. CALTRANS will receive when available and at its convenience, the Hansen 8 upgrade application software. All other terms of support in this SOW will apply to the current version Caltrans is using.
- c. CALTRANS will be able to obtain unlimited product support for technical issues relating to the installation and use of the licensed software (Hansen Version 7.x or latest version Caltrans uses, ie. Version 8.x) Monday through Friday between the hours of 5 a.m. – 5 p.m. Pacific Time by using:
  - i. HANSEN'S Toll-Free Technical product phone support line (800) 8-HANSEN
  - ii. HANSEN'S DynamicPORTAL at [www.hanse.com/Member](http://www.hanse.com/Member)
  - iii. HANSEN'S product support E-mail at [helpdesk@hansen.com](mailto:helpdesk@hansen.com)
- d. HANSEN will conduct an annual operations assessment to assess the level of success CALTRANS is having in utilizing HANSEN systems and to reacquaint CALTRANS with current HANSEN solutions as well as identify options and solutions for CALTRANS to get the most from their HANSEN investment.

Since the words Annual Operations Assessment is not defined anywhere, it should be lower case.

- e. CALTRANS will have access to member resources through the Hansen web site at [www.hansen.com/Member](http://www.hansen.com/Member). Member resources include items such as white papers, new product and product change information, product installation documentation, support topics and frequently asked questions. HANSEN will be continually augmenting and enhancing the member resource offerings.
- f. HANSEN will distribute updates to CALTRANS' HANSEN application software to resolve any malfunctions or logic problems that have been identified and corrected in the application software.
- g. HANSEN will provide, for each of the three (3) years of the Support Agreement, a Designated Support Manager (DSM) who will be familiar with CALTRANS strategic, business, technical and operations environment. The DSM will be available to provide support and professional services ("Additional Services") up to a maximum of 492 hours over the term of the 3-year Support Agreement., at no additional cost to CALTRANS. CALTRANS must use the Additional Services within the one year calendar period, i.e. 164 hours per year for 3 years, beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>, and any unused portion of Additional Services allocated for the calendar year may not be carried over. Examples of covered services include.
  - i. V7.x or V8.x release support services in understanding the functionality of each release and any associated benefits and/or impacts to the CALTRANS system.
  - ii. V7.x or V8.x upgrade support services in the event that CALTRANS upgrades their production version of HANSEN V7.x during the term of the Support Agreement.
  - iii. Further configuration services of the CALTRANS system.
  - iv. Solution analysis, planning and execution services for incremental improvements to current processes associated with the CALTRANS system as well as for new functionality needs.

- v. Strategic planning services for further development and enhancement of Hansen systems within CALTRANS.

### **PERIOD OF PERFORMANCE**

The term of the Support Agreement will be effective the date the Purchase Order is signed by the Department of General Services through December 31, 2010.

### **BILLING INFORMATION**

The Contractor shall submit invoices (including the purchase order number) to the following address:

Department of Transportation  
Attn: Greg Lockshaw, MS#10  
1515 River Park Drive  
Sacramento, CA 95815

### **POINTS OF CONTACT**

#### Contractor Primary Contact:

Randell Scheidman, Business Development Manager, Private Sector  
11092 Sun Circle Drive  
Rancho Cordova, CA 95624  
Ph: (800) 821-9116, ext. 3519  
Fax: (916) 921-6620  
Email: randell.scheidman@infor.com

#### State's Primary Contact:

Greg Lockshaw  
1515 River Park Drive  
Sacramento, Ca.  
(916) 263-4993  
(916) 263-4983  
Gregory\_Lockshaw@dot.ca.gov

Please forward renewal notices to the attention of the State's Primary Contact.



**ADDENDUM TO THE  
SOFTWARE SUPPORT AGREEMENT  
BETWEEN  
HANSEN INFORMATION TECHNOLOGIES, AN INFOR COMPANY, AND  
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION ("Licensee")**

This Addendum, effective as of \_\_\_\_\_, sets forth terms and conditions that are in addition to and/or modify those terms and conditions set forth in the Software Support Agreement between Hansen Information Technologies, Inc., an Infor company (hereinafter "**Infor**") and Licensee with an Effective Date of \_\_\_\_\_ (the "**Support Agreement**"). In case of any conflict between the Support Agreement and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise modified herein, all terms and conditions of this Addendum shall remain in full force and effect.

Licensee warrants, represents and agrees that the prices, terms and conditions contained in this Addendum, the License Agreement shall not, except as may be required by law, be disclosed by Licensee to any third party and are to be maintained as Infor "Confidential Information" pursuant to the License Agreement.

1. Section 1 "Incorporation by Reference" of the Support Agreement is revised by replacing the section with the following:

Licensee IT General Provisions (Revised and Effective 04/12/07) are incorporated into this Support Agreement by reference. If any provision incorporated by reference from the Licensee IT General Provisions (Revised and Effective 04/12/07) conflicts with any provision of this Support Agreement, the provision of the Licensee IT General Provisions (Revised and Effective 04/12/07) will control.

2. Section 2 "Additional Definitions" is revised as follows:

- a) "**Component System**" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. "**Component Systems**" refers, collectively, to every Component System listed in the applicable Order Form between the parties.
- b) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.
- c) "**Contract Period**" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.
- d) "**Delivery Address**" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.
- e) "**Documented Defect**" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

- f) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.
- g) "**Equipment**" means the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.
- h) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.
- i) "**License Agreement**" means the existing Software License Agreement originally entered into between Hansen Information Technologies and License as of November 13, 2002.
- j) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.
- k) "**Order Form**" means each order form or similar ordering document (including all Software Supplements) between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.
- l) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.
- m) "**Renewal Period**" means, as applicable, each successive twelve-month period following the Initial Term.

3. Section 3. "Services" of the Support Agreement is revised to read as follows:

- (a) Types of Services. Subject to Licensee paying the applicable fee for Support hereunder for a Component System, Infor shall, for Licensee's current version of Hansen Component System modules (a) provide Licensee with unlimited product support for technical issues relating to the use of the Component System Monday through Friday between the hours of 5:00 a.m. to 5:00 p.m. Pacific Time by using: i) Infor's current toll-free technical product support phone line; ii) Infor's current product support email address; and iii) Infor's current customer product support web site (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products (c) distribute updates to such Component System to resolve malfunctions or logic problems that have been identified and corrected in the Component System; (d) conduct an annual operations assessment to assess the level of success Licensee is having in utilizing the Component Systems and to acquaint Licensee with current solutions as well as identify options and solutions for Licensee optimize the Component System; and (e) offer to Licensee the option for 3 participants to become members of Hansen Product Special Interest Group (the foregoing referred to collectively as "Support").
  - (b) Third Party Products. With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.
  - (c) Restrictions. Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.
4. Notwithstanding that the Initial Term of the Support Agreement extends through December 31, 2010, and for each year of the Initial Term the annual fee for Infor Support Services is Five Hundred Fourteen Thousand and Eight Hundred Dollars (\$514,800). Infor shall invoice this amount in four (4) equal amounts of One Hundred Twenty Eight Thousand and Seven Hundred Dollars (\$128,700), each of which shall be invoiced by Hansen at the end of each three-month period of Support Services provided.

Licensee shall pay such invoices in accordance with the California Prompt Payment Act, Government Code §927, et seq.

5. Infor shall provide a Designated Support Manager (the "DSM") for the term of the Support Agreement who will be familiar with Licensee's strategic business, technical and operations environment. For each of the three (3) years of this Support Agreement beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>, the DSM shall be available to provide a maximum of one hundred and sixty (160) hours of support and professional services ("Additional Services") at no additional cost to Licensee. Licensee must use the Additional Services within the one-year period, and any unused portion of Additional Services allocated for the calendar year may not be carried forward.
6. This Support Agreement includes Hansen 8 Component System for Licensee's current Hansen configuration at no additional cost to Licensee. Additional fees for related professional and installation services, as well as fees for new Component Systems licensed by Licensee shall apply.

In witness whereof, the parties have executed this Addendum through the signatures of the respective authorized representatives.

**For HANSEN INFORMATION TECHNOLOGIES,  
an Infor company**

**For THE STATE OF CALIFORNIA DEPARTMENT OF  
TRANSPORTATION.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER: \_\_\_\_\_

**THIS SOFTWARE SUPPORT AGREEMENT** (the "Support Agreement") is made between Hansen Information Technologies, Inc., an Infor company ("Infor") and **State of California Department of Transportation** ("Licensee") as of the Effective Date. The parties agree as follows:

**1. Incorporation By Reference.** Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

### 2. Additional Definitions.

(a) "**Contract Period**" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(b) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) "**Renewal Period**" means, as applicable, each successive twelve-month period following the Initial Term.

(d) "**License Agreement**" means the Software License Agreement entered into between the parties as of the Effective Date.

### 3. Services.

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

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

(c) **Restrictions.** Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition,

Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

### 4. Payment and Taxes.

(a) **Support Fees.** For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) **Additional Costs.** Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for charges incurred in connection with accessing Equipment, if any.

(c) **Taxes.** Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(d) **Invoices and Late Charges.** Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or the applicable Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

**5. Term.** With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term, and automatically renew for successive Renewal Periods, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

**6. Disclaimer of Warranties.** Licensee acknowledges and agrees that **INFOR MAKES NO WARRANTIES**

WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.

7. **Termination.** If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees hereunder), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS

SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. **Entire Agreement.** This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

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

HANSEN INFORMATION TECHNOLOGIES, INC.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

LICENSEE: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: \_\_\_\_\_



## ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Hansen Information Technologies, an Infor company ("Infor") and State of California Department of Transportation ("Licensee") with an Effective Date of November 13, 2002 (the "Agreement"). As it relates to Support services specified herein, this Order Form is subject to the terms of the Software Support Agreement between Infor and Licensee with an Effective Date of \_\_\_\_\_ (the Agreement and the Software Support Agreement collectively, the "Agreements"). All terms of the Agreements are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreements. In the event of a conflict, the terms of this Order Form control over the terms of the Agreements.

Effective date of this Order Form: January 1, 2008 (the "Order Form Date")

### I. Component Systems

	Component System	User Restriction*		Support Add-on**	License Fee
		Quantity	Type		
1	Hansen v7 Advanced Asset Inspections				
2	Hansen v7 Asset Valuation				
3	Hansen v7 Contractor/Data Group Security				
4	Hansen v7 Dashboard Package				
5	Hansen v7 Image Processing				
6	Hansen v7 Inventory Control - Advanced				
7	Hansen v7 Menu Editor				
8	Hansen v7 Inventory Control Advanced Module				
9	Hansen v7 OLE Container				
10	Hansen v7 Spot Inspection				
11	Hansen v7 Visual Resource Manager				
12	Hansen v7 Workbench - Enterprise Custom Tab				
13	Hansen v7 Maximum Concurrent Licenses	2000	Concurrent		
14	Hansen v7 Accident	500	Concurrent		
15	Hansen v7 Customer Service License	500	Concurrent		
16	Hansen v7 Inventory Control License	2000	Concurrent		
17	Hansen v7 Building Permit License	500	Concurrent		
18	Hansen v7 Work Notice License	500	Concurrent		
19	Hansen v7 Budgeting and Planning	500	Concurrent		
20	Hansen v7 Plant License	500	Concurrent		
21	Hansen v7 Roadway	500	Concurrent		
22	Hansen v7 Street License	500	Concurrent		
23					
24					
25					
<b>Total License Fee:</b>					<b>\$ Not Applicable - previously Licensed</b>

\* If specified in the User Restriction field: "Level Tier" allows use of the Component System on the Equipment without limitation as to the number of individual users gaining access to the Component System; "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; "Concurrent Users" allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System. The Licensee agrees to assign to each Named or Concurrent 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.

\*\* Selected option in addition to standard Support.

**II. Support Services**

**Annual Support Fee: \$514,800.**

**Annual Escalation Percentage Cap:** No escalation until after December 31, 2010. Thereafter, 6% or the then-current Consumer Price Index, whichever is greater

**Initial Term of Support: Order Form Date through December 31, 2010**

**Fee for Initial Term of Support\*\*\*:**

**\$1,544,400.**

\*\*\* If the Initial Term is less than or more than 12 months, the Fee for Initial Term of Support represents a proportional amount of the Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

**Other Fees:** \_\_\_\_\_

**Total Amount Due (before applicable taxes):**

**\$1,544,400**

Notwithstanding that the Initial Term of the Support Agreement extends through December 31, 2010, and for each year of the Initial Term the annual fee for Infor Support Services is Five Hundred Fourteen Thousand and Eight Hundred Dollars (\$514,800). Infor shall invoice this amount in four (4) equal amounts of One Hundred Twenty Eight Thousand and Seven Hundred Dollars (\$128,700), each of which shall be invoiced by Infor at the end of each three-month period of Support Services provided. Licensee shall pay such invoices in accordance with the California Prompt Payment Act, Government Code §927, et seq.

All amounts are in US Dollars unless otherwise specified.

**Currency:** United States Dollars

**Equipment:**

-Computer Platform: \_\_\_\_\_ Model: \_\_\_\_\_  
- Operating System: \_\_\_\_\_ DBMS: \_\_\_\_\_  
- Location: \_\_\_\_\_  
- Serial Number: \_\_\_\_\_

**Licensee**

**Account ID:** \_\_\_\_\_

**Sales Rep ID:** \_\_\_\_\_

**Sales Rep Name:** \_\_\_\_\_

**Delivery Address:** State of California,  
Department of Transportation  
Office of Management Systems &  
Studies  
Division of Maintenance  
1050 20<sup>th</sup> St.  
Sacramento, CA 95814

**Invoice Address:** State of California  
Department of Transportation IMS B-15  
Division of Procurement MS#65  
1727 30<sup>th</sup> Street  
Sacramento, CD 95816  
**Delivery Address shall be used for Invoicing):**

- Contact Name:  
- Contact Title:  
- Contact Phone  
- Contact email

- Contact Name:  
- Contact Title:  
- Contact Phone  
- Contact email

Delivery is FOB Shipping Point.

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

For: **Hansen Information Technologies**

For: **State of California Department of Transportation**  
(Legal Name of LICENSEE)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date