



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: October 27, 2010

TO: Randy Dickey
Cathy Loveland
Teresa Wright

FROM: Purchasing Division

RE: Services Agreement for Enterprise Resources Planning System and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
Lee's Summit Bid #10-013

Vendor	Lawson Software 380 St. Peter Street St. Paul, MN 55102
Phone & Fax	PH: 303-475-3591
Contact Person	Russell Parker
Terms/Discounts	Net 30
Delivery	Destination
Effective Dates	Contract start date October 22, 2010. Expiration as per contract.

cc: Bid File- Original memo
Intranet



CITY OF LEE'S SUMMIT
PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

NOTICE TO PROCEED

October 27, 2010

Lawson Software Inc.
ATTN: Contracts
380 St. Peters Street
St. Paul MN 55102

Re: Award of Yearly Contract for Services Agreement for Enterprise Resources Planning System and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
RFP #10-013

Dear Contracts:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will begin October 22, 2010 and continue as per the contract terms. A copy of the contract documents is enclosed.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,


DeeDee Tschirhart, CPPB
Procurement Officer

cc: Bid file
Accounts Payable



LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS

Agreement No: 00005669.0

Customer Name:	City of Lee's Summit
Address:	220 SE Green St.
City:	Lees Summit
State/Zip or Province/Postal Code:	Missouri 64063
Country:	United States

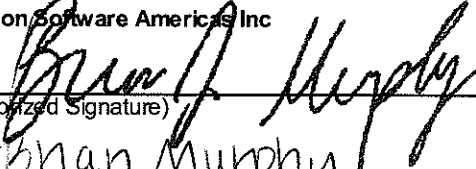
These Lawson Software Customer Agreement Master Terms and Conditions ("Master Terms and Conditions") are entered into by each respective Lawson Group company named below and in each Order Form, and the customer entity named above and in each Order Form. These Master Terms and Conditions are effective as of the latest date signed below after all Parties have signed.

The entire Lawson Software Customer Agreement includes these Master Terms and Conditions, and each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time and which refers to these Master Terms and Conditions (collectively, the "Agreement").

Lawson must receive an original manually signed Customer signature on these Master Terms and Conditions, unless Lawson elects to accept a copy of these Master Terms and Conditions signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures. Any subsequent Order Form or Statement of Work may be signed and delivered in the same manner or as described in that Order Form or Statement of Work.

The Agreement contains the complete agreement with Customer concerning any products, software, maintenance or services provided by any Lawson Group company, and supersedes all purchase orders, presentations, demonstrations, requests for proposal and proposals.

Lawson Software Americas Inc



 (Authorized Signature)

Brian Murphy

 (Printed Name)

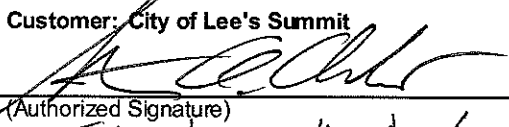
GM

 (Title)

10/15/10

 (Date)

Customer: City of Lee's Summit



 (Authorized Signature)

Stephen A. Arbo

 (Printed Name)

City Manager

 (Title)

10/22/10

 (Date)

The following Master Terms and Conditions supplement and govern each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time:

1. Definitions. The following defined terms are in addition to the definitions contained in each applicable Order Form or SOW:
 - 1.1 "Agreement" or "Lawson Software Customer Agreement" means these Master Terms and Conditions and each Order Form.
 - 1.2 "Cure Period" means the time after notice from Customer, reasonably required for Lawson to cure a breach under Lawson's then current Maintenance or Services practices.
 - 1.3 "Customer" means the customer entity that has signed these Master Terms and Conditions and each Order Form.
 - 1.4 "Documentation" means all help screens or other electronic or printed material describing the operation of the Software and made available by Lawson or a Third Party Supplier. Documentation excludes all marketing materials, proposals, demonstrations and other promotional information.
 - 1.5 "Escrow Agreement" means the separate escrow agreement, if any, entered into by the escrow agent appointed by Lawson.
 - 1.6 "Initial Maintenance Period" means the initial period of Maintenance specified in an applicable Order Form.
 - 1.7 "Intellectual Property Rights" means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.
 - 1.8 "Lawson" means each respective Lawson Group company that has entered into the Agreement with Customer.
 - 1.9 "Lawson Documentation" means the Documentation for the Lawson Products.
 - 1.10 "Lawson Group" means Lawson Software, Inc. and each of its direct and indirect subsidiaries.
 - 1.11 "Lawson Partner" means each entity that is then currently appointed as a "Lawson Partner" by Lawson Group.
 - 1.12 "Lawson-Maintained Products" means the unmodified Products denoted "LMP" in an Order Form while eligible for Maintenance.
 - 1.13 "Lawson Product" means each Product described in an Order Form, excluding Third Party Products.
 - 1.14 "License" means the rights granted in Section 2.
 - 1.15 "License Term" means perpetual, unless a shorter term is specified in the applicable Order Form or the License is terminated pursuant to the Agreement.
 - 1.16 "Limited Offering" means software, maintenance and/or services that are designated as "LO" in an Order Form.
 - 1.17 "Maintenance" means the level of maintenance and support services described in an Order Form and in the Support Operations Handbook, and purchased by Customer for the Lawson-Maintained Products listed in that Order Form.
 - 1.18 "Maintenance Period" means: (a) the Initial Maintenance Period or (b) any renewal period of Maintenance under Section 4 or under the applicable Order Form.
 - 1.19 "Maintenance Warranty" is defined in Section 6.2.
 - 1.20 "Maximum Use Designations" means the License and user limitation defined and shown in the applicable Order Form.
 - 1.21 "New Products" means new software and documentation that Lawson Group elects to make generally available to customers separate from other products and which contain new application software or technology.
 - 1.22 "Order Form" means a Product Order Form ("POF"), a Services Order Form ("SOF"), Statement of Work ("SOW") or other order form signed by Lawson and Customer and referring to these Master Terms and Conditions.
 - 1.23 "Party" or "Parties" means Lawson and/or Customer.
 - 1.24 "Products" means the Software and Documentation.
 - 1.25 "Product Warranty" is defined in Section 6.1.
 - 1.26 "Release" means the edition of a Lawson-Maintained Product after it has been designated as a release and made generally available by Lawson.
 - 1.27 "Service" means training, implementation, consulting, Service Deliverables, subscription, managed service, hosting or other services provided by Lawson, excluding Maintenance.

- 2.18 "Service Deliverable" means any tool, training materials or other non-Product item described in an Order Form or Statement of Work for delivery to Customer.
- 2.29 "Services Warranty" is defined in Section 6.3.
- 2.30 "Software" means the software code and media described in a POF, and any repairs, replacements, upgrades, updates, enhancements and new Releases provided by Lawson or a Third Party Supplier under applicable Maintenance, and any copies.
- 2.31 "Statement of Work" or "SOW" means the portion of the Agreement that describes the Services by Lawson and the main responsibilities of the Parties, estimated time schedule for completion of a project, project scope and organization, change order process and other project requirements.
- 2.32 "Support Operations Handbook" means Lawson's then current document describing the levels of Maintenance available for purchase by Customer under a Product Order Form.
- 2.33 "Taxes" means any value-added, sales, use, excise, goods and services, withholding taxes, duties or other taxes, interest and penalties that are assessed by a governmental authority because of the Agreement, excluding taxes for which Customer provides Lawson a valid tax exemption certificate.
- 2.34 "Third Party Supplier" means the owner or supplier of a Third Party Product.
- 2.35 "Third Party Product" means each Product designated as a "Third Party Product" (or with a similar designation) in a POF.
- 2.36 "Users" means the natural persons authorized by Customer to use the Products, Services Deliverables and Limited Offerings within the scope of the License, and who each have an ID (profile) and password.
2. **License Granted.** Subject to the Agreement, when a Lawson Group company and Customer sign an Order Form, that Lawson Group company hereby grants to Customer, throughout the License Term, a non-transferable and non-exclusive license to Customer to use and allow its Users to use the respective Products, Service Deliverables and Limited Offerings identified in that Order Form for up to the Maximum Use Designations identified in that Order Form and only for the internal business of Customer and its wholly owned subsidiaries.
 - 2.1 Software and Documentation Copies.
 - 2.1.1 Users may copy: (a) the Software listed in an Order Form only for backup and archival purposes and (b) the Lawson Documentation and Service Deliverables only for use with the Software. Users may not copy Documentation for Third Party Products unless permitted by the Third Party Supplier.
 - 2.1.2 Upon request during the Maintenance Period and for a nominal handling charge, Lawson will provide Customer additional copies of the Lawson Products listed in an Order Form (subject to the Maximum Use Designations).
 - 2.2 Modifications and Ownership. Customer may modify the Lawson Products and Service Deliverables only to the extent permitted under an Order Form or the applicable Documentation. Customer or Lawson Partners may use the Lawson Products to develop and use interfaces for those Products only within the scope of the License. Subject to the License, Lawson and its Third Party Suppliers will continue to own all Intellectual Property Rights for the Products, Services, Service Deliverables and any modifications. Unless authorized by separate agreement, Customer will not modify Third Party Products.
 - 2.3 Compliance.
 - 2.3.1 Customer may not transfer, rent, or re-license the Products or Service Deliverables, or use them to provide outsourcing, service bureau, hosting services or training to third parties.
 - 2.3.2 Unless otherwise authorized by Lawson in writing, only Customer, Lawson Group or a Lawson Partner, may install, maintain or host the Products and Service Deliverables.
 - 2.3.3 Customer may use the Products listed in an Order Form only in accordance with the Documentation and only with the operating system/database shown in that Order Form.
 - 2.3.4 If an Order Form lists a Product for development and test use only, Customer may use that Product for internal development

- and testing but not for production (unless Customer has licensed that Product separately for production use).
- 2.3.5 Customer may not simultaneously use the same User ID (profile) on more than one computer terminal or access point.
- 2.3.6 Customer may allow its employees and contractors to attend Lawson training, but those contractors may use the Lawson training materials only for the benefit of Customer and may not be Lawson competitors.
- 2.3.7 Customer shall not export the Products or Service Deliverables from the country of initial delivery by Lawson without Lawson's prior written authorization and compliance with applicable law.
- 2.3.8 Customer is responsible for compliance with the Agreement by each of its Users and contractors.
- 2.4 Verifications.
- 2.4.1 After reasonable notice, Customer will promptly: (a) inform Lawson where the licensed Products are installed and confirm its compliance with the Maximum Use Designations and (b) allow Lawson's representatives to verify that compliance by remote or physical inspection during normal business hours. Customer acknowledges that some Products may allow Lawson to monitor and prohibit unauthorized use.
- 2.4.2 If Lawson learns that Customer has exceeded the Maximum Use Designations, and Customer has not previously paid Lawson the applicable additional License fees, after written request from Lawson, Customer will promptly pay Lawson: (a) the then current list price for that coverage plus a 25% surcharge and (b) the reasonable costs of conducting the above verification if the Maximum Use Designations were exceeded by more than 5%.
- 3. Delivery and Installation.**
- 3.1 Lawson will promptly deliver or make available to Customer one copy of the Products listed in an Order Form. Title to any delivered goods passes at place of shipment (subject to the License), unless prohibited by applicable law.
- 3.2 Except as otherwise agreed in an Order Form, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.
- 4. Maintenance and Renewal.**
- 4.1 During the Maintenance Period, Lawson (a) will directly or indirectly provide Customer Maintenance for the Lawson-Maintained Products pursuant to the Support Operations Handbook and (b) will not materially degrade its Maintenance practices. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.
- 4.2 Customer may elect to purchase from the applicable Third Party Supplier available support for Third Party Products specified in an Order Form or Support Operations Handbook as not maintained by Lawson. Customer is responsible for licensing and paying for additional third party products that may be required for use of upgrades, enhancements or new Releases of the Lawson-Maintained Products.
- 4.3 Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson.
- 4.4 Before each renewal date of the Maintenance Period, Lawson will provide Customer an invoice for the Maintenance fees for the Lawson-Maintained Products for that renewal period.
- 4.5 After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least three months before the renewal date.
- 4.6 Lawson may consolidate the annual renewal dates for Maintenance Periods under one or more Order Forms.
- 5. Services.** Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be

- on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services.
- 6. Warranties.**
- 6.1 **Product Warranty.** At the time of delivery of the Products, Lawson warrants that: (a) the applicable media for those Products will be free of defects, (b) Lawson will have timely used up-to-date, commercially available virus scanning and cleaning, and will not have (based on the results of that scanning and cleaning) delivered Products containing any viruses, time bombs or other undocumented programs which inhibit Product use and (c) those Products will include the functionality described in the Documentation for those Products.
- 6.2 **Maintenance Warranty.** Subject to the level of Maintenance purchased, Lawson warrants that Maintenance will include: (a) help desk support, (b) corrections to allow the unmodified Lawson-Maintained Products (when properly installed and configured) to operate materially and substantially as described in the Documentation for those Products (by providing a program patch, update, new Release, or instruction for avoiding the error, as determined by Lawson) and (c) updates and new Releases of the same Lawson-Maintained Products when generally made available by Lawson for installation and use by Customer. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.
- 6.3 **Services Warranty.** Lawson warrants that at the time of Services delivery, the Services will be provided by trained personnel using commercially reasonable efforts.
- 6.4 **THE WARRANTIES IN THE AGREEMENT ARE MADE SOLELY BY LAWSON AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lawson does not warrant that the Products, Services, Service Deliverables or Limited Offerings are free of nonmaterial defects or will meet the specific requirements or needs of Customer's business or of any country or jurisdiction.
- 7. Customer's Remedies.**
- 7.1 Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:
- a) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
- b) if Lawson does not comply with Section 7.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.
- 7.2 Customer's exclusive remedies for breach of the Services Warranty or Lawson's Service obligations are as follows:
- a) Lawson will re-perform or re-deliver those Services or the applicable Service Deliverables at no additional charge within the Cure Period; and
- b) if Lawson does not complete that re-performance within the Cure Period, Customer may terminate the Services and recover direct damages, including up to a refund of the fees paid by Customer to Lawson for those Services or Service Deliverables not re-performed and timely cured, subject to Section 13.
- 8. Lawson's Payment Terms and Remedies.**
- 8.1 Upon request, Customer will provide Lawson sufficient financial information to enable Lawson to determine Customer's creditworthiness. Lawson may withhold delivery of any Products or Services pending credit approval by Lawson.

- 8.2 Unless otherwise stated in the Agreement, an applicable Order Form or invoice, Lawson's invoices are due and payable within 30 days after invoice date. The payment terms in the Agreement, an applicable Order Form or Lawson's invoice prevail over any payment terms stated on a purchase order or other document from Customer to place an order, and prevail over Customer's accounts payable policy or practice.
- 8.3 All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes.
- 8.4 Lawson may suspend or terminate Maintenance and/or Services at any time if all Lawson invoices, that are then due and payable, are not paid within 15 days after Lawson informs Customer of non-payment.
- 8.5 Lawson may terminate the License, the Agreement or any Order Form if any undisputed invoices are not paid by Customer within 15 days after notice of late payment or if Customer does not cure any other material breach of the Agreement within 90 days after notice of breach.
- 8.6 Customer will promptly destroy or return to Lawson all Products and Service Deliverables if the License and the Agreement terminate as described in Section 8 (Third Party Products must be returned to Lawson upon termination of the License).
- 9. Confidential Information.**
- 9.1 "Confidential Information" means software code and benchmark tests for the Products and Service Deliverables, Documentation, Limited Offering software, pricing, non-standard Lawson contract terms, User ID (profile) and passwords, Customer financial information, data and all other information reasonably believed to be confidential, but excludes:
- information made generally available without restriction by the disclosing Party or by an authorized third party;
 - information known to the receiving Party independent of disclosures by the disclosing Party;
 - information independently developed without access to or use of the disclosing Party's Confidential Information; or
 - information that must be disclosed pursuant to court order. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.
- 9.2 The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement.
- 9.3 The Parties will have the right of injunctive relief to maintain compliance with this Section 9 and prevent unauthorized disclosure, use or export of the Products, Service Deliverables, Limited Offerings or other Confidential Information.
- 10. Infringement Indemnity.** Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 10, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.
- 11. No Hire of Certain Employees.** Customer agrees that until one year after the later of (a) the termination and non-renewal of the Maintenance Period or (b) the completion of Services, Customer will not hire, employ or contract for services with any employee of the Lawson Group who provides Maintenance or Services to any customers. If Customer violates this Section 11, Customer will pay Lawson a fee of two times the hired employee's most recent annual compensation.
- 12. Force Majeure.** Neither Party will be in default or liable for any noncompliance from causes beyond the reasonable control of the Party, including, for example, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems.
- 13. Limitations of Liability.**
- 13.1 In no event will Lawson Group, Third Party Suppliers or Customer be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue or data. Neither Party will seek or apply for such damages.**
- 13.2 Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than one year prior to Customer's initial notice of the claim to Lawson.**
- 13.3 The limitations of liability in Section 13 apply to Lawson Group in the aggregate and are not additive among each Lawson Group company.**
- 14. Source Code Escrow.** All Products are licensed and delivered in object code only, except for those Products, if any, which are also designated in an Order Form for delivery in source code. During the Maintenance Period, Customer may elect to become a beneficiary under the applicable Escrow Agreement for the licensed Lawson Products delivered in object code only (excluding Third Party Products) by: (1) signing Lawson's acceptance form and (2) paying all escrow fees.
- 15. Assignment.** Customer may not assign the License or the Agreement, or transfer any rights or obligations under the Agreement.
- 16. Publicity.** Either Party may publicize Customer's selection of Lawson. Pricing and non-standard Lawson contract terms will remain confidential under Section 9 above.
- 17. General.**
- 17.1 All notices must be in writing and delivered electronically or by method with proof of delivery. All other communications, requests or alerts may be provided by fax, e-mail or other written means.**
- 17.2 The Agreement may be amended only in writing signed by the Parties, except that Lawson may upon notice to Customer and without Customer's signature, amend an Order Form to correct errors without increasing the License fees or Services rates.**
- 17.3 Lawson and Customer each waive right to a trial by jury. No litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.**
- 17.4 Sections 1, 6.4, 7 through 15, and 17, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.**

[End of Master Terms and Conditions]

**ADDENDUM TO LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS**

This Addendum ("Addendum") modifies the Lawson Software Customer Agreement (the "Agreement") entered into between the undersigned Lawson Company and Customer, and is effective as of the latest date signed below when all parties have signed. All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections amend or replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement. The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

- 1. Section 1.2 of the Agreement is deleted and replaced in its entirety with the following:**

"Cure Period" means the 45 day period ending after the later of: (a) Customer's notice of breach of this Agreement by Lawson, (b) replication by Lawson of a mission critical Product problem that does not comply with the Product Warranty or Maintenance Warranty or (c) the response period for non-mission critical problems (e.g. cyclical bug fixes) under Lawson's then current standard Maintenance or Services practices for the respective level of Maintenance or Services purchased by Customer. The Cure Period defined in this Section 1.2 will not lengthen the response periods under Lawson's standard Maintenance or Services practices.
- 2. Section 3.2 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.
- 3. Section 4.3 of the Agreement is deleted and replaced in its entirety with the following:**

Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson. "Modified" for purposes of this section means: (i) changes to source code; or (ii) other modifications to the Products that would prevent Lawson from replicating an issue at Lawson's Global Support Center.
- 4. Section 4.4 of the Agreement is deleted and replaced in its entirety with the following:**

Before each renewal date of the Maintenance Period, Lawson will endeavor to provide Customer an invoice at least 90 days prior to the end of the maintenance period for the Maintenance fees for the Lawson-Maintained Products for that renewal period.
- 5. Section 4.5 of the Agreement is deleted and replaced in its entirety with the following:**

After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least two months before the renewal date.
- 6. Section 5 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services. For a period of twelve (12) months from the Effective

Addendum to Lawson Software Customer Agreement Master Terms and Conditions

Date, Lawson will provide Services to the Customer at the rates listed below (unless negotiated otherwise in an Order Form).

Description	Rates
Lawson Professional Services - Rate Card	HOURLY
Business Consultant - Associate	\$ 190.00
Business Consultant	\$ 220.00
Business Consultant - Senior	\$ 240.00
Business Consultant - Principal	\$ 290.00
Systems Consultant - Associate	\$ 190.00
Systems Consultant	\$ 250.00
Systems Consultant - Senior	\$ 295.00
Systems Consultant - Principal	\$ 320.00
Technical Consultant - Associate	\$ 190.00
Technical Consultant	\$ 200.00
Technical Consultant - Senior	\$ 240.00
Technical Consultant - Principal	\$ 290.00
Project Lead	\$ 250.00
Technical Project Manager	\$ 240.00
Project Manager	\$ 275.00
Project Manager - Quality & Risk	\$ 290.00
Project Manager - Senior	\$ 290.00
Project Executive	\$ 330.00
Practice Director	\$ 330.00
Change Adoption Consultant	\$ 240.00
Change Adoption Consultant - Senior	\$ 290.00
Change Adoption Consultant- Principal	\$ 330.00
User Adoption Consultant	\$ 240.00
User Adoption Developer	\$ 195.00
GSC - Systems Consultant	\$ 100.00
GSC - Technical Consultant	\$ 85.00
GSC - Technical Project Manager	\$ 125.00
Lawson Learning-Rate Card	
Public Training - Application Labs / vLabs	\$ 93.75
Public Training - Technology Labs / vLabs	\$ 112.50
Facilities Rental	\$ 187.50
Application or Technology Remote Server	\$ 65.63
Remote Server - Technology Labs (3 LPAR min.)	\$ 93.75
Remote Server - Each additional LPAR after min.	\$ 46.88
Client Site Training (Lab, Camp)	\$ 468.75
Client Site Training (Workshop)	\$ 281.25
Learning Accelerator Trainer	\$ 468.75
Learning Accelerator Services	\$ 234.38

7. **Section 6.3 of the Agreement is deleted and replaced in its entirety with the following:**
Services Warranty. Lawson warrants that all Services by Lawson will be performed in a manner consistent with generally accepted industry practices applicable to such Service.
8. **Section 7.1 of the Agreement is deleted and replaced in its entirety with the following:**
Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:
- a) If a material breach of any provision of this Agreement has been committed by Lawson and Lawson fails to cure the same within the Cure Period, then Customer may seek the remedies set forth in this Section and Section 27.
 - b) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
 - c) If Lawson does not comply with Section 7.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.
9. **Section 8.3 of the Agreement is deleted and replaced in its entirety with the following:**
All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes, except to the extent that Customer is exempt from payment of Taxes as a Missouri municipality. Customer will provide Lawson with any tax exemption certificates.
10. **Section 8.4 of the Agreement is deleted and replaced in its entirety with the following:**
Lawson may suspend or terminate Maintenance and/or Services at any time if undisputed Lawson invoices (or portions thereof), that are then due and payable, are not paid within 15 days after Lawson informs Customer of non-payment.
11. **Section 9.1(d) of the Agreement is deleted and replaced in its entirety with the following:**
(d) information that must be disclosed pursuant to court order or by operation of applicable law. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.
12. **Section 10 of the Agreement is deleted and replaced in its entirety with the following:**
Infringement Indemnity. Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement, provided that Lawson does not agree to any settlement that materially prejudices Customer. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 10, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.
13. **Section 11 of the Agreement is deleted and replaced in its entirety with the following:**
No Hire of Certain Employees. All parties agree that until one year after an employee that was actively involved with the performance or receipt of Maintenance or Services on the Agreement stops performing or receiving Maintenance or Services, neither party will hire, employ or contract for services with that

employee of the other party who was involved with the provision or receipt of Maintenance or Services. This restriction, however, shall not prohibit a party from carrying on general industry solicitations in trade journals, receiving unsolicited expressions of interest in employment from any employee of the other party, and the like.

14. **Section 13.2 of the Agreement is deleted and replaced in its entirety with the following:**
Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than two years prior to Customer's initial notice of the claim to Lawson.
15. **Section 13.3 of the Agreement is deleted in its entirety.**
16. **Section 17.2 of the Agreement is deleted and replaced in its entirety with the following:**
The Agreement may be amended only in writing signed by the Parties.
17. **Section 17.3 of the Agreement is deleted and replaced in its entirety with the following:**
To the extent allowed by law, no litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.
18. **Section 17.4 of the Agreement is deleted and replaced in its entirety with the following:**
Sections 1, 6.4, 7 through 15, 17, 21, 23 and 28, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.
19. **A new Section 18 is added to the Agreement:**
Tax Exempt. Customer is exempt from State and local sales taxes. Sites of all transactions derived from this Agreement or the proposal giving rise to this Agreement shall be deemed to have been accomplished within the State of Missouri. Customer will provide Lawson with applicable tax exemption certificates.
20. **A new Section 19 is added to the Agreement:**
Safety. To the extent required under applicable laws, all practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and local safety or environmental codes.
21. **A new Section 20 is added to the Agreement:**
No Assignment. This Agreement may not be assigned or transferred without the prior written consent of the Customer. Notwithstanding the foregoing, Lawson may assign all of Lawson's rights and obligations under this Agreement in connection with a merger, reorganization, sale or transfer of substantially all of the capital stock or assets of Lawson or its applicable operating division.
22. **A new Section 21 is added to the Agreement:**
Disclaimer of Customer Liability: The Customer will not hold harmless or indemnify Lawson for any liability whatsoever.

23. A new Section 22 is added to the Agreement:

Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Missouri.

24. A new Section 23 is added to the Agreement:

Compliance with Applicable Law. In providing Services to Customer, Lawson shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Lawson's performance under this contract.

25. A new Section 24 is added to the Agreement:

Conflicts. No salaried officer or employee of the Customer, and no member of the Lee's Summit City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Federal conflict of interest regulations and applicable provisions of the Revised Statutes of Missouri Sections 105.450 – 105.496 shall not be violated. Lawson covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Lawson further covenants that in the performance of this contract no person having such interest shall be employed.

26. A new Section 25 is added to the Agreement:

Debarment. Lawson certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law.

27. A new Section 26 is added to the Agreement:

Fund Allocation. Continuance of this Agreement is contingent upon the available funding and allocation of Customer funds. Lawson understands that the obligation of the Customer to pay for goods and services under the contract is limited to payment from available revenues and shall constitute a current expense of the Customer and shall not in any way be construed to be a debt of the Customer in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Customer nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the Customer, and all provisions of the contract shall be construed so as to give effect to such intent. In connection with this Agreement, Customer agrees to notify Lawson promptly when it appears certain that the necessary funding or authorizations shall not be obtained. This provision should not be construed to allow an excuse from any License fees remaining under the Agreement or for any fees or expenses for Services rendered and not yet paid.

28. A new Section 27 is added to the Agreement:

Termination. In the event of termination by Customer, if there are any Services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of both Parties until said Services are completed and accepted.

1.Termination for Convenience: The Services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of Customer upon thirty (30) days advance written notice. Customer shall pay Lawson for all services rendered up to the date of termination.

2.Termination for Cause: This Agreement may also be terminated for cause by Customer or Lawson. Termination for cause shall be preceded by the Cure Period. Customers shall pay Lawson for all services rendered up to the date of termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Lawson shall be reimbursed for the Services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Lawson but not amortized in the price of the services delivered under this Agreement.

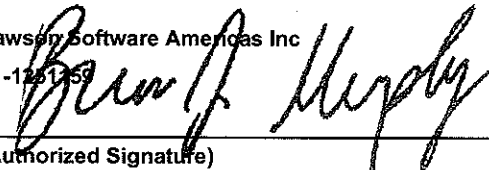
28. A new Section 28 is added to the Agreement:

General Indemnification and Hold Harmless. Lawson shall defend, indemnify and hold harmless Customer and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against third party claims, judgments, damages, losses, and expenses for death, personal injury or damage to real or tangible personal property to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Lawson, or its employees, or subcontractors, in the performance of Lawson's duties under this Agreement, or any supplements or amendments thereto.

29. A new Section 29 is added to the Agreement:

The following document is attached to the Agreement:

Exhibit A: Selected portions of the Lawson Response to Customer's Request for Proposal

Lawson Software Americas Inc
41-1251-59


(Authorized Signature)

Brian Murphy

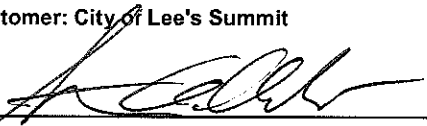
(Printed Name)

Gm

(Title)

10/15/10

(Date)

Customer: City of Lee's Summit
ID: 

(Authorized Signature)

Stephen A. Arbo

(Printed Name)

City Manager

(Title)

10/22/10

(Date)



PRODUCT ORDER FORM
Lawson Software Customer Agreement

Order Form No: 00005671.0

This Product Order Form and the attached Schedules ("POF") is entered into by the Lawson Group company and the "Customer" named below (collectively "the Parties"), and is effective as of the latest date signed below after all Parties have signed ("Effective Date").

This POF is part of the Lawson Software Customer Agreement and is governed by the Lawson Master Terms and Conditions signed by Customer. The definitions in Schedule 1 to this POF supplement the definitions in the Lawson Master Terms and Conditions. If any terms of this POF conflict with the Lawson Master Terms and Conditions, this POF governs that conflict for only the Products listed in this POF.

The Schedule(s) to this POF lists each of the Products licensed to Customer under this POF, and Schedule 1 to this POF describes additional applicable terms. Certain Products may have additional usage restrictions as described in the Schedule(s) to this POF for that Product.

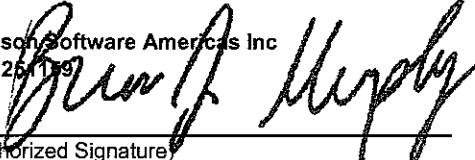
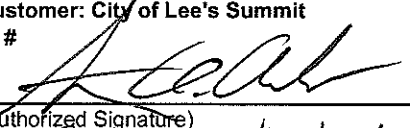
Customer Entity Name:	City of Lee's Summit
Address:	220 SE Green St.
City:	Lees Summit
State/ZIP/Postal Code:	Missouri 64063
Country:	United States

Lawson Software Customer Agreement:

Customer: City of Lee's Summit

Agreement Number:00005669.0

Lawson must receive an original manually signed Customer signature on this POF, unless Lawson elects to accept a copy of this POF signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures below.

Lawson Software Americas Inc 41-1251199	Customer: City of Lee's Summit ID #
 (Authorized Signature)	 (Authorized Signature)
Brian Murphy (Printed Name)	Stephen A. Arbo (Printed Name)
Gm (Title)	City Manager (Title)
10/15/10 (Date)	10/22/10 (Date)

Number of Schedules:

Schedule 1 to
PRODUCT ORDER FORM

1. **Bronze Maintenance Level.** Customer's maintenance level is Bronze (as defined in the Support Operations Handbook) for the Lawson-Maintained Products listed in the Schedule(s) to this POF. All Products licensed to Customer must have the same maintenance level.
2. **Payment Terms.** Customer shall pay all net license fees listed in the Schedule(s) to this POF and all Maintenance Fees for the Initial Maintenance Period, plus applicable Taxes, within 30 days after the invoice date. Annual Maintenance Fees for subsequent Maintenance Periods are payable 30 days before each renewal.
3. **Maintenance Terms and Fees for the Lawson-Maintained Products listed in the Schedule(s) to this POF.**
 - 3.1 *Initial Maintenance Period.* The *Initial Maintenance Period* for the Products and/or Maximum Use Designations listed in the Schedule(s) to this POF will commence on delivery and end on September 30, 2011.
 - 3.2 *Maintenance Fees for Initial Maintenance Period.* Unless otherwise stated in this POF, the annualized "Maintenance Fees" for the Initial Maintenance Period for the maintenance level specified in Section 1 above are: (a) 18.00 % of the total Net Lawson license fee listed in the Schedule(s) to this POF for all Lawson-Maintained Products that are Lawson Products, plus (b) 20 % of the list amount of each line item "Third Party License Fee" listed in the Schedule(s) to this POF for each Lawson-Maintained Product that is a Third Party Product.
 - 3.3 *Maintenance Fees for Initial Maintenance Period for Lawson System Foundation (LSF).* The annualized Maintenance Fees for the Initial Maintenance Period for the maintenance level specified in Section 1 above for each Lawson System Foundation (LSF) Product listed in the Schedule(s) to this POF is the greater of (a) an amount equal to USD 15,000 or (b) 20% of the aggregate net Lawson License Fee for each LSF Product.
 - 3.4 *Maintenance Fee for the Initial Maintenance Period for Process Flow Integrator (PFI or M3PFD).* The annualized Maintenance Fee for the maintenance level specified in Section 1 above for the PFI or M3PFD Initial Maintenance Period is: (i) the greater of (a) an amount equal to USD 17,200 or (b) 20 % of the aggregate list Lawson License Fee for each PFI or M3PFD Product, plus (ii) the then-current fee for the Third Party Supplier owned Lawson-Maintained Products.
 - 3.5 *Maintenance Fee for First Annual Renewal of Maintenance.* For the first 12 months of renewed Maintenance at the same maintenance level specified in Section 1 above (after the Initial Maintenance Period for all Lawson-Maintained Products listed in the Schedule(s) to this POF), the annualized Maintenance Fee will be the same as the annualized Maintenance Fee for the Initial Maintenance Period, plus up to a 2.00 % increase.
4. **POF Definitions.** The following definitions supplement the definitions contained in the Lawson Master Terms and Conditions:
 - 4.1 *LMP or Lawson-Maintained Products* means the Products listed in the Schedule(s) to this POF that are initially eligible for Maintenance from Lawson.
 - 4.2 *LMP-REQ'D* means a Lawson-Maintained Product that must remain under Maintenance if Customer is to receive Maintenance for any other Lawson-Maintained Products.
 - 4.3 *No LMP* means a Product that is not maintained by Lawson. Customer may elect to purchase at Customer's expense from the applicable Third Party Supplier available maintenance for the Third Party Products, specified as *No LMP* (if any) in the Schedule(s) to this POF.
 - 4.4 *Products* means the Software described in the Schedule(s) to this POF and the Documentation for that Software.
 - 4.5 *S* means source code is delivered with the Product.
 - 4.6 *License Term* means, unless otherwise specified in the Schedule(s) to this POF, a perpetual period for the Products listed in the Schedule(s) to this POF.
 - 4.7 The following definitions are interchangeable in any prior document that is part of the Lawson Software Customer Agreement: (a) *Client* and *Customer*, (b) *Support* and *Maintenance* and (c) *LSP* and *LMP* (Lawson Maintained Product).
 - 4.8 *TP-LMP* means a Third Party Product that is only maintained by Lawson at the Bronze level for the Initial Maintenance Period. After the Initial Maintenance Period, Maintenance will be subcontracted to, performed and invoiced by the applicable Third Party Supplier
5. **Maximum Use Designation Definitions.** The respective Maximum Use Designations listed in the Schedule(s) to this POF are defined as follows below. If any of the following defined terms are not used elsewhere in the Schedule(s) to this POF, then those defined term(s) do not apply to this POF:

S3 Definitions:

Schedule 1 to
PRODUCT ORDER FORM

- 5.1 *MCPU* means *Maximum Central Processing Units*, which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPU* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.2 *MCPUC* means *Maximum Central Processing Unit Core* which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPUC* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.3 *MP* means *Maximum Persons*, which is the maximum number of persons deriving benefit from the use of the Products designated as *MP* (if any) in the Schedule(s) to this POF, including without limitation any person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).
- 5.4 *MS* means *Maximum Servers*, which is the maximum number of physical hardware servers on which each Product designated as *MS* (if any) in the Schedule(s) to this POF, may be installed.
- 5.5 *MUC* means *Maximum Users Concurrent*, which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as *MUC* (if any) in the Schedule(s) to this POF.
- 5.6 *MUN* means *Maximum Users Named*, which is the maximum number of individuals (*Named Users*) that may be authorized by Customer to use the respective specific Product designated as *MUN* (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A *Named User* of one Product designated as *MUN* may not use other Products designated as *MUN*, unless Customer has obtained a License for that *Named User* to use each of those specific Products designated as *MUN*.
- 5.7 *MUS* means *Maximum Users Seats*, which is the maximum number of Customer's workstations on which the Products may be installed, designated as *MUS* (if any) in the Schedule(s) to this POF.

SHCM Definitions:

- 5.8 *MCPU* means *Maximum Central Processing Units*, which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPU* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.9 *MCPUC* means *Maximum Central Processing Unit Core* which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPUC* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.10 *MP* means *Maximum Persons*, which is the maximum number of persons deriving benefit from the use of the Products designated as *MP* (if any) in the Schedule(s) to this POF, including without limitation any person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).
- 5.11 *MS* means *Maximum Servers*, which is the maximum number of physical hardware servers on which each Product designated as *MS* (if any) in the Schedule(s) to this POF, may be installed.
- 5.12 *MUC* means *Maximum Users Concurrent*, which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as *MUC* (if any) in the Schedule(s) to this POF.
- 5.13 *MUN* means *Maximum Users Named*, which is the maximum number of individuals (*Named Users*) that may be authorized by Customer to use the respective specific Product designated as *MUN* (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A *Named User* of one Product designated as *MUN* may not use other Products designated as *MUN*, unless Customer has obtained a License for that *Named User* to use each of those specific Products designated as *MUN*.
- 5.14 *MUS* means *Maximum Users Seats*, which is the maximum number of Customer's workstations on which the Products may be installed, designated as *MUS* (if any) in the Schedule(s) to this POF.

6. Non-Production Use of Certain Products.

- 6.1 *Development/Test and Training.* The following applies to any Lawson Products (excluding System Foundation) listed on the Schedule(s) to this POF: (a) Customer may install those Products on one development/test server and on one training server (in addition to the licensed production server(s)), (b) Customer may allow up to 10 Users (in addition to the maximum number of Users shown on the Schedule(s) to this POF) to use those Products for development and testing, with a database that is separate from any production database and (c) Customer may allow its Users (within the Maximum Use Designations) to use those Products for training. System Foundation Products and Third Party Products are licensed separately for development/testing and training, and may be used for development/testing and/or training only if designated for that purpose in a Schedule to a POF.

Schedule 1 to
PRODUCT ORDER FORM

- 6.2 *Disaster Recovery and Failover.* If any Products listed in the Schedule(s) to this POF are designated as "Disaster Recovery" or "Failover," Customer may: (a) install those Disaster Recovery Products on only one Disaster Recovery server and install those Failover Products on only one Failover server, (b) use the Disaster Recovery Products and the Failover Products to test those servers, and (c) use the Disaster Recovery Products and the Failover Products in production, only as long as the primary production system is inoperable.
7. *Discounted License Fees for Additional Users or Lawson Products Licensed By Customer.* If Customer continues to renew available Maintenance for all Lawson-Maintained Products listed in the Schedule(s) to this POF and has paid all Lawson invoices, then for 30 months after the Effective Date of this POF Customer may elect to License from Lawson, on a perpetual basis, an increased Number of Maximum Use Designations for those Lawson Users or Products (the *Additional Users or Products*) by: (a) signing a POF for those Additional User or Products and (b) paying Lawson the License fee for those Additional Users or Products equal to the then current list price for those Additional Users or Products, less a discount of 40.00 % off such amount (plus applicable Taxes).

Schedule (S3&HCM)

Agreement Number:
 Customer Entity Name: City of Lee's Summit
 Address: 220 S.E. Green
 City: Lee's Summit
 State/Zip or Province/Postal Code: MO 64063
 Country: USA
 Client ID:

Currency in this schedule: USD

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 1.0: PRODUCT

THE PRODUCTS BELOW ARE RESTRICTED TO INSTALLATION AND
 USE ON ONLY THE PLATFORM TECHNOLOGY INDICATED IN SECTION 1.1 OF THIS SCHEDULE

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Enterprise Financial Management							
Grant Management Package	GMP	MUN	10	S	LMP	42,000	
Project Accounting and Billing & Revenue	MRBAC	MUN	75	S	LMP	165,625	
Financial Procurement Package	FINPRO	MUN	120	S	LMP	306,000	
Lawson Budgeting and Planning	LBP	MUN	100		LMP	60,850	
Incl: Crystal Report Application Server [Restricted to a Maximum of 50 Canned Reports] Report Designer [Restricted to (1) Named User]	CRASBP	MCPU	[2]		LMP		
	CRRBP	MUN	[1]		LMP		
Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Supply Chain Management							
Requisitions Self-Service	SIPP	MUN	150		LMP	46,250	
Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Business Process Management							
ProcessFlow Integrator	PFX	MCPUC	8		LMP	40,000	
Design Studio - Production Server [Restricted to (1) server]	XMLT	MUN	5	S	LMP	37,500	
Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Smart Office Suite							
Smart Office	SMC	MUN	50		LMP	56,000	

Schedule 2 to
Product Order Form

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Enterprise Performance Management							
Lawson Business Intelligence (CPU Core based)							
Incl.:	LBICF	MCPU	8		LMP	156,000	
Crystal Reports Server XI R2 Embedded Edition	CRASC	MCPU	2		LMP		
[CRAS, and CRR - Third Party Owned - Restricted license for use with Lawson Business Intelligence (any data source) only]	CRR	MUN	[3]		LMP		
Business Objects Xcelsius Engage	CXENC	MUN	[1]		LMP		
[Third Party Owned - Restricted license for use with Lawson Business Intelligence (any data source) and/or other Lawson Applications only]							
Lawson Add-ins for Microsoft Office	MOA	MUN	20		LMP	20,000	

SECTION 1.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 1.0

[Specific Operating System, Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level	Database

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below.

SECTION 2.0: PRODUCT

THE PRODUCTS BELOW ARE RESTRICTED TO INSTALLATION AND
USE ON ONLY THE PLATFORM TECHNOLOGY INDICATED IN SECTION 2.1 OF THIS SCHEDULE

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 2.0: PRODUCT

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Human Resources Suite							
Human Resources Management	HUM	MP	1000	S	LMP	66,500	
North American Payroll	PAYNA	MP	1000	S	LMP	66,500	
Employee & Manager Self Service	SHRP	MUN	1000	S	LMP	50,125	

SECTION 2.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 2.0

[Specific Operating System, Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level	Database
		Windows		

SECTION 3.0 - Third Party Products

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Micro Focus NetExpress (Windows) [[Third Party-Owned] Micro Focus products are restricted to use with the products under the agreement]							
Micro Focus NetExpress Compiler (PRODUCTION)	MNC	MUC	1		LMP-REQ'D		4,420
Micro Focus NetExpress Application Runtime (PRODUCTION)	MXN	MUC	120		LMP-REQ'D		24,000
Micro Focus NetExpress Compiler (DEVELOPMENT/TEST)	MNC	MUC	1		LMP-REQ'D		4,420
Micro Focus NetExpress Application Runtime (DEVELOPMENT/TEST)	MXN	MUC	10		LMP-REQ'D		2,000

Address At Which Server Portion Of Products Are Installed:

[Specific Operating System Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level
Micro Focus (PRODUCTION)		Windows	
Micro Focus (DEVELOPMENT/TEST)		Windows	

Product Description

Micro Focus ServerExpress (Unix)

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
[[Third Party-Owned] Micro Focus products are restricted to use with the products under the agreement]							
Micro Focus NetExpress Compiler (DISASTER RECOVERY)	MNC	MUC	1		LMP-REQ'D		N/C
Micro Focus NetExpress Application Runtime (DISASTER RECOVERY)	MXN	MUC	120		LMP-REQ'D		N/C

Address At Which Server Portion Of Products Are Installed:

[Specific Operating System Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level
Micro Focus (DISASTER RECOVERY)		Windows	

Product Description

BSI Tax Service (Third Party-Owned)

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
BSI TaxFactory	BSIF	MP	1000		No LMP		12,600
[Operating System Version]:	BSIF		#				

SECTION 4.0 - LSF PRODUCT LISTING

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
System Foundation	LSF	MCPUC	8		LMP-REQD	71,500	
Lawson System Foundation - PRODUCTION Third Party IBM Products - Restricted Use (Product Warranty requires that incl.: Specified Customer complete the compulsory training necessary for this Product's use).							
Lawson System Foundation - For use:							
LSF for use with LBI	LSF	MCPUC	2		LMP-REQD N/C		
LSF for use with Lawson Budgeting and Planning	LSF	MCPUC	2		LMP-REQD N/C		
LSF for use in Disaster Recovery	LSF	MCPUC	8		LMP-REQD N/C		
LSF for use with Smart Office	LSF	MCPUC	2		LMP-REQD N/C		
LSF for use in Test/Development/Training	LSF	MCPUC	2		LMP-REQD N/C		

SECTION 4.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 4.0

LSF for use (Y/N):	Server Address/Location	HW Operating System	OS Rel. Level	Database
Y	LSF for use in PRODUCTION	Windows		Database
Y	LSF for use with LBI	Windows		
Y	LSF for use with Lawson Budgeting and Planning	Windows		
Y	LSF for use in Disaster Recovery	Windows		
Y	LSF for use with Smart Office	Windows X64		
Y	LSF for use in Test/Development/Training	Windows		

SECTION 5.0 - LICENSE FEES PAYABLE FOR THIS SCHEDULE:

	Lawson License Fee	Third Party License Fee
FEES PAYABLE		
USD		
1. Gross License Fees:	1,184,850	47,440
2. Less Discount on Lawson Products: 68.2%	808,496	
3. Net License Fees Total:	376,354	47,440
TOTAL LICENSE FEES PAYABLE	423,794	

**ADDENDUM TO LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS**

This Addendum ("Addendum") modifies the Lawson Software Customer Agreement (the "Agreement") entered into between the undersigned Lawson Company and Customer, and is effective as of the latest date signed below when all parties have signed. All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections amend or replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement. The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

- 1. Section 1.2 of the Agreement is deleted and replaced in its entirety with the following:**

"Cure Period" means the 45 day period ending after the later of: (a) Customer's notice of breach of this Agreement by Lawson, (b) replication by Lawson of a mission critical Product problem that does not comply with the Product Warranty or Maintenance Warranty or (c) the response period for non-mission critical problems (e.g. cyclical bug fixes) under Lawson's then current standard Maintenance or Services practices for the respective level of Maintenance or Services purchased by Customer. The Cure Period defined in this Section 1.2 will not lengthen the response periods under Lawson's standard Maintenance or Services practices.
- 2. Section 3.2 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.
- 3. Section 4.3 of the Agreement is deleted and replaced in its entirety with the following:**

Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson. "Modified" for purposes of this section means: (i) changes to source code; or (ii) other modifications to the Products that would prevent Lawson from replicating an issue at Lawson's Global Support Center.
- 4. Section 4.4 of the Agreement is deleted and replaced in its entirety with the following:**

Before each renewal date of the Maintenance Period, Lawson will endeavor to provide Customer an invoice at least 90 days prior to the end of the maintenance period for the Maintenance fees for the Lawson-Maintained Products for that renewal period.
- 5. Section 4.5 of the Agreement is deleted and replaced in its entirety with the following:**

After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least two months before the renewal date.
- 6. Section 5 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services. For a period of twelve (12) months from the Effective

Addendum to Lawson Software Customer Agreement Master Terms and Conditions

Date, Lawson will provide Services to the Customer at the rates listed below (unless negotiated otherwise in an Order Form).

Description	Rates
Lawson Professional Services - Rate Card	HOURLY
Business Consultant - Associate	\$ 190.00
Business Consultant	\$ 220.00
Business Consultant - Senior	\$ 240.00
Business Consultant - Principal	\$ 290.00
Systems Consultant - Associate	\$ 190.00
Systems Consultant	\$ 250.00
Systems Consultant - Senior	\$ 295.00
Systems Consultant - Principal	\$ 320.00
Technical Consultant - Associate	\$ 190.00
Technical Consultant	\$ 200.00
Technical Consultant - Senior	\$ 240.00
Technical Consultant - Principal	\$ 290.00
Project Lead	\$ 250.00
Technical Project Manager	\$ 240.00
Project Manager	\$ 275.00
Project Manager - Quality & Risk	\$ 290.00
Project Manager - Senior	\$ 290.00
Project Executive	\$ 330.00
Practice Director	\$ 330.00
Change Adoption Consultant	\$ 240.00
Change Adoption Consultant - Senior	\$ 290.00
Change Adoption Consultant- Principal	\$ 330.00
User Adoption Consultant	\$ 240.00
User Adoption Developer	\$ 195.00
GSC - Systems Consultant	\$ 100.00
GSC - Technical Consultant	\$ 85.00
GSC - Technical Project Manager	\$ 125.00
Lawson Learning-Rate Card	
Public Training - Application Labs / vLabs	\$ 93.75
Public Training - Technology Labs / vLabs	\$ 112.50
Facilities Rental	\$ 187.50
Application or Technology Remote Server	\$ 65.63
Remote Server - Technology Labs (3 LPAR min.)	\$ 93.75
Remote Server - Each additional LPAR after min.	\$ 46.88
Client Site Training (Lab, Camp)	\$ 468.75
Client Site Training (Workshop)	\$ 281.25
Learning Accelerator Trainer	\$ 468.75
Learning Accelerator Services	\$ 234.38

7. **Section 6.3 of the Agreement is deleted and replaced in its entirety with the following:**
Services Warranty. Lawson warrants that all Services by Lawson will be performed in a manner consistent with generally accepted industry practices applicable to such Service.
8. **Section 7.1 of the Agreement is deleted and replaced in its entirety with the following:**
Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:
- a) If a material breach of any provision of this Agreement has been committed by Lawson and Lawson fails to cure the same within the Cure Period, then Customer may seek the remedies set forth in this Section and Section 27.
 - b) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
 - c) if Lawson does not comply with Section 7.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.
9. **Section 8.3 of the Agreement is deleted and replaced in its entirety with the following:**
All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes, except to the extent that Customer is exempt from payment of Taxes as a Missouri municipality. Customer will provide Lawson with any tax exemption certificates.
10. **Section 8.4 of the Agreement is deleted and replaced in its entirety with the following:**
Lawson may suspend or terminate Maintenance and/or Services at any time if undisputed Lawson invoices (or portions thereof), that are then due and payable, are not paid within 15 days after Lawson informs Customer of non-payment.
11. **Section 9.1(d) of the Agreement is deleted and replaced in its entirety with the following:**
(d) information that must be disclosed pursuant to court order or by operation of applicable law. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.
12. **Section 10 of the Agreement is deleted and replaced in its entirety with the following:**
Infringement Indemnity. Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement, provided that Lawson does not agree to any settlement that materially prejudices Customer. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 10, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.
13. **Section 11 of the Agreement is deleted and replaced in its entirety with the following:**
No Hire of Certain Employees. All parties agree that until one year after an employee that was actively involved with the performance or receipt of Maintenance or Services on the Agreement stops performing or receiving Maintenance or Services, neither party will hire, employ or contract for services with that

employee of the other party who was involved with the provision or receipt of Maintenance or Services. This restriction, however, shall not prohibit a party from carrying on general industry solicitations in trade journals, receiving unsolicited expressions of interest in employment from any employee of the other party, and the like.

14. **Section 13.2 of the Agreement is deleted and replaced in its entirety with the following:**
Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than two years prior to Customer's initial notice of the claim to Lawson.
15. **Section 13.3 of the Agreement is deleted in its entirety.**
16. **Section 17.2 of the Agreement is deleted and replaced in its entirety with the following:**
The Agreement may be amended only in writing signed by the Parties.
17. **Section 17.3 of the Agreement is deleted and replaced in its entirety with the following:**
To the extent allowed by law, no litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.
18. **Section 17.4 of the Agreement is deleted and replaced in its entirety with the following:**
Sections 1, 6.4, 7 through 15, 17, 21, 23 and 28, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.
19. **A new Section 18 is added to the Agreement:**
Tax Exempt. Customer is exempt from State and local sales taxes. Sites of all transactions derived from this Agreement or the proposal giving rise to this Agreement shall be deemed to have been accomplished within the State of Missouri. Customer will provide Lawson with applicable tax exemption certificates.
20. **A new Section 19 is added to the Agreement:**
Safety. To the extent required under applicable laws, all practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and local safety or environmental codes.
21. **A new Section 20 is added to the Agreement:**
No Assignment. This Agreement may not be assigned or transferred without the prior written consent of the Customer. Notwithstanding the foregoing, Lawson may assign all of Lawson's rights and obligations under this Agreement in connection with a merger, reorganization, sale or transfer of substantially all of the capital stock or assets of Lawson or its applicable operating division.
22. **A new Section 21 is added to the Agreement:**
Disclaimer of Customer Liability: The Customer will not hold harmless or indemnify Lawson for any liability whatsoever.

23. A new Section 22 is added to the Agreement:

Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Missouri.

24. A new Section 23 is added to the Agreement:

Compliance with Applicable Law. In providing Services to Customer, Lawson shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Lawson's performance under this contract.

25. A new Section 24 is added to the Agreement:

Conflicts. No salaried officer or employee of the Customer, and no member of the Lee's Summit City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Federal conflict of interest regulations and applicable provisions of the Revised Statutes of Missouri Sections 105.450 – 105.496 shall not be violated. Lawson covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Lawson further covenants that in the performance of this contract no person having such interest shall be employed.

26. A new Section 25 is added to the Agreement:

Debarment. Lawson certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law.

27. A new Section 26 is added to the Agreement:

Fund Allocation. Continuance of this Agreement is contingent upon the available funding and allocation of Customer funds. Lawson understands that the obligation of the Customer to pay for goods and services under the contract is limited to payment from available revenues and shall constitute a current expense of the Customer and shall not in any way be construed to be a debt of the Customer in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Customer nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the Customer, and all provisions of the contract shall be construed so as to give effect to such intent. In connection with this Agreement, Customer agrees to notify Lawson promptly when it appears certain that the necessary funding or authorizations shall not be obtained. This provision should not be construed to allow an excuse from any License fees remaining under the Agreement or for any fees or expenses for Services rendered and not yet paid.

28. A new Section 27 is added to the Agreement:

Termination. In the event of termination by Customer, if there are any Services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of both Parties until said Services are completed and accepted.

1.Termination for Convenience: The Services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of Customer upon thirty (30) days advance written notice. Customer shall pay Lawson for all services rendered up to the date of termination.

2.Termination for Cause: This Agreement may also be terminated for cause by Customer or Lawson. Termination for cause shall be preceded by the Cure Period. Customers shall pay Lawson for all services rendered up to the date of termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Lawson shall be reimbursed for the Services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Lawson but not amortized in the price of the services delivered under this Agreement.

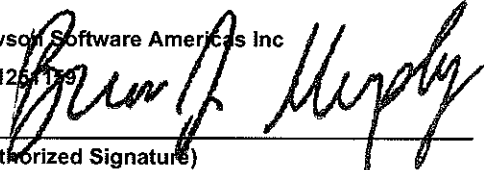
28. A new Section 28 is added to the Agreement:

General Indemnification and Hold Harmless. Lawson shall defend, indemnify and hold harmless Customer and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against third party claims, judgments, damages, losses, and expenses for death, personal injury or damage to real or tangible personal property to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Lawson, or its employees, or subcontractors, in the performance of Lawson's duties under this Agreement, or any supplements or amendments thereto.

29. A new Section 29 is added to the Agreement:

The following document is attached to the Agreement:

Exhibit A: Selected portions of the Lawson Response to Customer's Request for Proposal

Lawson Software Americas Inc
41-1251199


(Authorized Signature)

Brian Murphy

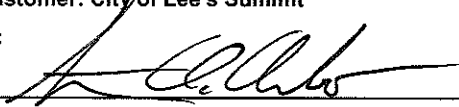
(Printed Name)

GM

(Title)

10/15/10

(Date)

Customer: City of Lee's Summit
ID: 

(Authorized Signature)

Stephen A. Arbo

(Printed Name)

City Manager

(Title)

10/22/10

(Date)