

#### **ADDENDUM**

## **MULTIYEAR SUPPORT COMMITMENT**

Infor (US), Inc.

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Lawson Software Customer Agreement Master Terms and Conditions between Inter(US)—INC. ("Infor") and City of Lees Summit ("Licensee") with an effective date of October 22, 2010 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to a separate Support Agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs): "Support" means Infor's current standard maintenance and Support services (and may be referred to in an Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support): "Order Form" means a mutually agreed upon ordering document (and may be referred to in an Agreement as Schedule, Supplement or Supplemental Schedule): "Annual Escalation Percentage Cap" means the maximum percentage increase in an annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

# Effective date of the Addendum: the date of counter-signature by Infor.

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary.

	SKU	Component System	License Restriction Quantity	Туре	Support Level*
1	HRM-HUM	Human Resources Package	40	US	XTP
2	HRM-MOBEMP	Mobile Employee	1039	NU	XTP
3	HRM-PAYNA	No. American Payroll Package	40	US	XTP
4	HRM-SHRP	Employee & Manager Self-Serve	40	NU	XTP
5	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
6	BPP-MVX	MF COBOL Server Application Runtime - Windows	150	CU	XTP
7	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
8	BPP-MVX	MF COBOL Server Application Runtime - Windows	150	CU	XTP
9	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
10	BPP-MVX	MF COBOL Server Application Runtime - Windows	10	CU	XTP
11	BPP-ISD	Infor Spreadsheet Designer	20	NU	XTP
12	BPP-LMRK-NR	Landmark Technology Runtime	12	CPUCORE	XTP
13	BPP-LSF	Lawson System Foundation	8	CPUCORE	XTP
14	BPP-MNC	NetExpress Compiler - PRODUCTION	1	CU	XTP
15	BPP-MNX	NetExpress App Runtime - PRODUCTION	120	CU	XTP
16	BPP-MOBILA	Infor Landmark Administrator	5	NU	XTP
17	BPP-NOTIFY	Infor Notifications	150	NU	XTP
18	BPP-PAL	Infor Process Automation	12	CPUCORE	XTP
19	BPP-PFX	ProcessFlow Int W/O Websphere	8	CPUCORE	XTP
20	BPP-XMLT	Design Studio	5	NU	XTP

21	EPM-BI-ADMIN	Infor BI Professional	3	NU	XTP
22	EPM-BI-CONSUM	Infor BI Consumer	400	NU	XTP
23	EPM-BI-LWS	Infor Business Intelligence for Lawson	16	CPUCORE	XTP
24	EPM-SEARCH	Infor Enterprise Search	1	NU	XTP
25	HRM-BSIF	Bsi Tax Factory	1000	US	XTP
26	HRM-HUM	Human Resources Package	1000	US	XTP
27	HRM-MOBEMP	Mobile Employee	1	NU	XTP
28	HRM-PAYNA	No. American Payroll Package	1000	US	XTP
29	HRM-SHRP	Employee & Manager Self-Serve	1000	NU	XTP
30	S3F-FINPRO	Financial Procurement Package	120	NU	XTP
31	S3F-GMP	Grant Management Package	10	NU	XTP
32	S3F-LBP	Lawson Budgeting And Planning	100	NU	XTP
33	S3F-MRBAC	Project Accounting And Bill Rev Mgmt	75	NU	XTP
34	S3O-ION-SEARCH PLUGN	ION Enterprise Search plug-in for S3	1	NU	XTP
35	S3S-EPP	Procurement Punchout	120	NU	XTP
36	S3S-MOBRQC	Mobile Requisitions	1	DV	XTP
37	S3S-RQC	Requisition Center	150	NU	XTP
38	UPP-CXENC-LEG	Xcelsius Engage 2008	1	NU	XTP
39	UPP-IA	Information Access	1	CU	XTP
40	UPP-LBICF-LEG	Lawson Business Intelligence- (CPU Core Based) S3	8	CPUCORE	XTP
41	UPP-LES	Lawson Enterprise Search	1000	NU	XTP
42	UPP-LVPNC	Lawson Viewpoint Embedded	3	NU	XTP
43	UPP-MOA	Microsoft Office Add Ins	20	NU	XTP
44	UPP-LBICF-LEG	Lawson Business Intelligence- (CPU Core Based) S3	8	CPUCORE	XTP
45	UPP-SMC	Smart Office	1000	NU	XTP
46	BPP-MNXB	NetExpress App Runtime for Windows	30	CU	XTP
47	S3F-FINPRO	Infor Lawson Financial Procurement Pack	30	NU	XTP
48	S3F-FINPROI	Infor Lawson Financial Procurement Pack Inquiry	100	NU	XTP
49	S3F-MRBACI	Infor Lawson Project Accounting Inquiry	100	NU	XTP
50	BPP-LSF	Lawson System Foundation	8	CPUCORE	XTP
51	BPP-MNC	NetExpress Compiler - PRODUCTION	1	CU	XTP
52	BPP-MNX	NetExpress App Runtime - PRODUCTION	120	CU	XTP
53	BPP-LSF	Lawson System Foundation	2	CPUCORE	XTP
54	BPP-MNC	NetExpress Compiler - PRODUCTION	1	CU	XTP
55	BPP-MNX	NetExpress App Runtime - PRODUCTION	10	CU	XTP

<sup>\*</sup>Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. At all times Support shall be provided according to Infor's then-current Support policies and procedures. Descriptions of the Support levels can be found at <a href="http://www.infor.com/support/support-plan-features/">http://www.infor.com/support/support-plan-features/</a>.

If Applicable: "XTP" = Infor Xtreme Premium (24 x 7) and "XTE" = Infor Xtreme Elite (24 x 7) Plus.

# II. Support Services

Total Support Fee\*\*: \$541,689.29

<sup>\*\*</sup> The Total Support Fee specified above has been calculated to align the Support End Dates of all Component Systems listed.

**Annual Escalation Percentage Cap:** For this Support Term, the Annual Escalation Percentage increase of 3% is included in the annual payment amounts set forth below. Following this Support Term, the Annual Escalation Percentage cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is the greater.

Support Term: 09/19/2018 ("Start date") to 09/30/2021

### **Support Commitment:**

The Support Term specified herein is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Support Term. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

On the last day of the Support Term, Support will automatically renew for successive twelve-month periods (the "Renewal Period") 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.

Other fees: NA

Total Amount Due (before applicable taxes): \$541,689.29

Currency: USD

This Addendum is subject to the Infor General Lifecycle Policy. As described therein, additional fees may apply if Mainstream Maintenance is no longer available for a Component System during the Support Term.

## Payment Schedule:

\$1,148.98 (plus applicable taxes) is due no later than 8/19/2018

\$7,721.38 (plus applicable taxes) is due no later than 8/29/2018

\$42.32 (plus applicable taxes) is due no later than 8/29/2018

\$166,392.63 (plus applicable taxes) is due no later than 9/1/2018

\$180,484.72 (plus applicable taxes) is due no later than 9/1/2019

\$185,899.26 (plus applicable taxes) is due no later than 9/1/2020

Invoice Address: 220 SE Green St Contact name: Cathy Loveland

Lees Summit, MO 64063 Contact Title: Assistant Director, Application

Management Services

Contact Email: Cathy.Loveland@cityofls.net

Contact Tel: 816.969.1280 Account ID: 1-73578-L

This contract is subject to an annual appropriation by the Licensee's City Council.

THE PARTIES have executed this Addendum through the signatures of their respective authorised representatives.

Infor (US), Inc.

Signature

Signature

City of Lees Summit

Signature

Name: Lindsay Pritchard Name:

Title: Associate General Counsel

Date: March 28, 2018

Title:

Date: