



ADDENDUM

MULTIYEAR SUPPORT COMMITMENT

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 Infor (US), LLC (“Infor”) and City of Lee’s 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 Type	Quantity	Support Level**
1	BPP-CONSL	Infor System Console	MSV	3	XTP
2	BPP-ISD	Infor Spreadsheet Designer	NU	20	XTP
3	BPP-LMRK-NR	Landmark Technology Runtime	CPUCORE	12	XTP
4	BPP-LSF	Lawson System Foundation	CPUCORE	8	XTP
5	BPP-LSF	Lawson System Foundation	CPUCORE	8	XTP
6	BPP-LSF	Lawson System Foundation	CPUCORE	2	XTP
7	BPP-MNC	NetExpress Compiler for Windows	CU	1	XTP
8	BPP-MNC	NetExpress Compiler for Windows	CU	1	XTP
9	BPP-MNC	NetExpress Compiler for Windows	CU	1	XTP
10	BPP-MNX	NetExpress App Runtime for Windows	CU	120	XTP
11	BPP-MNX	NetExpress App Runtime for Windows	CU	120	XTP
12	BPP-MNX	NetExpress App Runtime for Windows	CU	10	XTP
13	BPP-MNXB	NetExpress App Runtime for Windows	CU	30	XTP
14	BPP-MOBILA	Infor Landmark Administrator	NU	5	XTP

15	BPP-MVC	MF Visual COBOL for Windows Compiler	NU	1	XTP
16	BPP-MVC	MF Visual COBOL for Windows Compiler	NU	1	XTP
17	BPP-MVC	MF Visual COBOL for Windows Compiler	NU	1	XTP
18	BPP-MVX	MF COBOL Server Application Runtime - Windows	CU	150	XTP
19	BPP-MVX	MF COBOL Server Application Runtime - Windows	CU	150	XTP
20	BPP-MVX	MF COBOL Server Application Runtime - Windows	CU	10	XTP
21	BPP-NOTIFY	Infor Notifications	NU	150	XTP
22	BPP-PAL	Infor Process Automation	CPUCORE	12	XTP
23	BPP-PFX	ProcessFlow Int W/O Websphere	CPUCORE	8	XTP
24	BPP-XMLT	Design Studio	NU	5	XTP
25	EPM-BI-ADMIN	Infor BI Professional	NU	3	XTP
26	EPM-BI-CONSUMER	Infor BI Consumer	NU	400	XTP
27	EPM-BI-LWS	Infor Business Intelligence for Lawson	CPUCORE	16	XTP
28	EPM-SEARCH	Infor Enterprise Search	NU	1	XTP
29	HRM-BSIF	Bsi Tax Factory	US	1,000	ZZZZ
30	HRM-HUM	Human Resources Package	US	75	XTP
31	HRM-HUM	Human Resources Package	US	1,040	XTP
32	HRM-MOBEMP	Mobile Employee	NU	75	XTP
33	HRM-MOBEMP	Mobile Employee	NU	1,040	XTP
34	HRM-PAYNA	No. American Payroll Package	US	75	XTP
35	HRM-PAYNA	No. American Payroll Package	US	1,040	XTP
36	HRM-SHRP	Employee & Manager Self-Serve	NU	75	XTP
37	HRM-SHRP	Employee & Manager Self-Serve	NU	1,040	XTP
38	S3F-FINPRO	Infor Lawson Financial Procurement Package	NU	150	XTP
39	S3F-FINPROI	Infor Lawson Financial Procurement Package Inquiry	NU	100	XTP
40	S3F-GMP	Infor Lawson Grant Management Package	NU	10	XTP
41	S3F-MRBAC	Infor Lawson Project Accounting	NU	75	XTP
42	S3F-MRBACI	Project Ledger Inquiry	NU	100	XTP
43	S3O-ION-SEARCH-PLUGN	ION Enterprise Search plug-in for Lawson	NU	1	XTP
44	S3S-EPP	Procurement Punchout	NU	120	XTP
45	S3S-MOBRQC	Mobile Requisitions	DV	1	XTP
46	S3S-RQC	Requisition Center	NU	150	XTP

47	UPP-IA	Information Access	CU	1	XTP
48	UPP-LBICF-LEG	Lawson Business Intelligence- (CPU Core Based) S3	CPUCORE	8	XTP
49	UPP-LBICF-LEG	Lawson Business Intelligence- (CPU Core Based) S3	CPUCORE	8	XTP
50	UPP-LVPNC	Lawson Viewpoint Embedded	NU	3	XTP
51	UPP-MOA	Microsoft Office Add Ins	NU	20	XTP
52	UPP-SMC	Smart Office	NU	1,000	XTP

Support Level: Infor Xtreme (“XT”) Support unless otherwise indicated.

“XT” = Infor Essential (24x5)/ “XTP” = Infor Premium (24x7) / “XTE”= Infor Customer Success Plus program

**Support Level: Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf>. A description of the XTE / Customer Success program can be found at <https://www.infor.com/support/customer-success-plus/>

II. Support Services

Total Support Fee:** \$575,106.35

** 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 0% year one; 2% year two; 2% year three 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: October 1, 2021 (“**Start date**”) to September 30, 2024

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.

Non-Appropriation of Funds. Licensee will be bound to pay Infor the Total Support Fee listed above only to the extent funds are appropriated by Licensee to purchase such support services. Licensee covenants and agrees that it will exert all reasonable, good faith efforts, and do all things lawfully necessary and proper, to obtain sufficient funding from which payments for support hereunder may be made. In the event sufficient funds are not appropriated and budgeted or are otherwise legally unavailable to Licensee by any means whatsoever in any period listed above, then Licensee will immediately notify Infor of such occurrence and this Addendum will expire effective on the last day of the period for which payment was received. Licensee will be responsible for payment of all fees through the termination date of Support.

Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Infor certifies that Infor is not engaged in a boycott of Israel as of the execution date of this Addendum, and agrees for the duration of this Addendum and the License Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

Other fees: N/A

Total Amount Due (before applicable taxes): \$575,106.35

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. The policy can be found at <https://www.infor.com/content/analyst/Infor-General-Lifecycle-Policy.pdf>.

Payment Schedule:

\$187,918.69 (plus applicable taxes) is due no later than 8-31-2021

\$191,677.06 (plus applicable taxes) is due no later than 8-31-2022

\$195,510.60 (plus applicable taxes) is due no later than 8-31-2023

Invoice Address: 220 SE Green Street

Lee's Summit, MO 64063

Contact Tel: 816.969.1250

Contact name: Steve Marsh

Contact Title: Chief Technology Officer

Contact Email: Steve.Marsh@cityofls.net

Account ID: 73578-L

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

Infor (US), LLC

Signature



Name: Lindsay Pritchard

Title: Associate General Counsel

Date: June 24, 2021

City of Lee's Summit

Signature

Name:

Title:

Date: