



Invoice	Invoice Date	Due Date
P - 155590-US0AB	03/02/2015	05/31/2015

Quote

Bill to: Fort Bend County
 Accounts Payable
 301 Jackson Street
 Richmond, TX 77469
 USA
 Attn: Ed Sturdivant

Deliver To: Fort Bend County
 500 Liberty Street
 Rosenberg, TX 77469
 USA
 Attn: Server Location

Customer No.	Tax Reg. No.	Customer PO No.	Currency
6237-L			USD

Maintenance Renewal

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Amount
NetExpress App Runtime - PRODUCTION	SITE - 91	1	10	07/01/2015	06/30/2016	359.05
NetExpress Compiler - PRODUCTION	SITE - 91	1	1	07/01/2015	06/30/2016	1,021.97
Requisition Center	SITE - 1	1	999	07/01/2015	06/30/2016	36,355.56
Strategic Sourcing:Inquiry	SITE - 1	1	999	07/01/2015	06/30/2016	1,454.20
Lawson System Foundation	SITE - 1	1	4	07/01/2015	06/30/2016	872.49
NetExpress App Runtime - PRODUCTION	SITE - 1	1	190	07/01/2015	06/30/2016	6,822.57
Financial Procurement Package	SITE - 1	1	999	07/01/2015	06/30/2016	35,310.30
Strategic Sourcing	SITE - 1	1	999	07/01/2015	06/30/2016	5,089.76
Vendor Self-Service Package	SITE - 1	1	999	07/01/2015	06/30/2016	6,180.44
Design Studio	SITE - 1	1	1	07/01/2015	06/30/2016	3,635.52
Project Accounting And Bill Rev Mgmt	SITE - 1	1	999	07/01/2015	06/30/2016	8,016.37
Grant Management Package	SITE - 1	1	999	07/01/2015	06/30/2016	8,957.98
NetExpress Compiler - PRODUCTION	SITE - 1	1	1	07/01/2015	06/30/2016	1,021.97
Microsoft Office Add Ins	SITE - 1	1	999	07/01/2015	06/30/2016	2,544.89
Lawson Budgeting And Planning	SITE - 1	1	999	07/01/2015	06/30/2016	4,217.23
ProcessFlow Integration	SITE - 1	1	4	07/01/2015	06/30/2016	2,630.63

Carry Forward 124,490.93



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P - 155590-US0AB	03/02/2015	05/31/2015

Quote

Description	Location	QTY	Users	Carry Forward		Amount
				Maintenance Begin Date	Maintenance End Date	
Lawson Business Intelligence (Cpu)	SITE - 1	1	2	07/01/2015	06/30/2016	6,362.19
Human Resources Package	SITE - 1	1	999	07/01/2015	06/30/2016	11,451.95
Procurement Punchout	SITE - 1	1	999	07/01/2015	06/30/2016	5,271.51
Employee & Manager Self-Serve	SITE - 1	1	999	07/01/2015	06/30/2016	44,535.52
No. American Payroll Package	SITE - 1	1	999	07/01/2015	06/30/2016	5,726.00
TAX(Type RE - TX)						
TAX(Type RP - TX)						

For renewal questions, please contact Seiko Tran, Maintenance Business Manager
 Phone: +17192644637
 Email: Seiko.Tran@infor.com

Remit to:

Infor (US), INC.
 NW 7418
 PO Box 1450
 Minneapolis, MN 55485-7418
 USA
 Cash.Applications@Infor.com
 Wire to: Wells Fargo Bank
 ABA# 121000248
 Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
197,838.10	0.00	197,838.10

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: US 197,838.10

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal ID# 20-3469219

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



Lawson Global Support Center
Global Support Manual

April 2006

Lawson Global Support Center

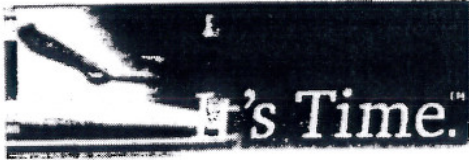
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I. Introduction



When you look to Lawson for your enterprise software needs, you open the door to a new opportunity: protecting and maximizing your investment with the help of Lawson's support services, delivered by our Global Support Center (GSC).

Lawson's GSC exists to meet a broad range of support needs, from supplying clients with technical information to providing emergency software fixes. These services have been developed with the convenience of Lawson clients as a top priority. As a client with a current support agreement, you can access Lawson's support services via telephone or electronically. Although most services are delivered during regular business hours, you also have the option of requesting billable support on weekends, evenings and holidays.

This manual provides you with a solid understanding of the support services available through Lawson's GSC: what's included under the terms of our standard maintenance agreements, how to initiate a support request, what to expect while a support request is being processed, normal hours of operation, optional services available to Lawson clients, and more.

Please refer to the preceding Table of Contents to help you pinpoint the information you need; clicking on a topic within the Table of Contents will take you directly to that section.

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II. Understanding Lawson Support

A. Standard Support

Lawson support requires that:

- A client designee uses an Internet browser with access to the World Wide Web and an e-mail address to obtain Lawson support
- Only persons trained by a Lawson-certified trainer may access Lawson support
- Client provides Lawson with reasonably available information and technical assistance to enable an appropriate support resolution
- The Products must be properly installed
- Client group's use of the Products complies with the documentation

Standard support includes:

- Lawson electronic and telephone support. These services are provided in English.
- General technical information and assistance with problem determination, isolation, verification and resolution
- Product repair
- Support for specific third-party products (as defined in your contract with Lawson)
- Notification, access to, and support of regulatory changes as determined appropriate by Lawson
- Product updates, when these updates are made generally available for distribution
- Access to support.lawson.com
- Limited support on Lawson-designated holidays
- Extended support (7x24 emergency support)

If Lawson's software products are not functioning as designed, Lawson will verify, test, and repair product discrepancies. The GSC's role is to help determine the source of an issue and provide an appropriate action plan to address the issue. As a part of the troubleshooting process, the GSC may request WebEx access to your systems.

WebEx provides a secure, web-based support option that allows the GSC support specialist and you to share the application or desktop to view screens and collectively diagnose the issue. Within seconds the support specialist can view your product issue just as you experienced it. This method of troubleshooting an issue reduces the time spent on gathering information and shortens issue resolution time.

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Note: Lawson may require system administrator or Lawson administrator capabilities and the ability to perform command line functions when connected to Lawson clients.

Other considerations

- If, during the troubleshooting process, the source of the issue is determined to be the result of non-standard Lawson code, the time spent on analysis of the issue may be considered billable.
- You are responsible for your own system data, including system back-ups.
- You are responsible for helping Lawson identify corrupted data.
- You are expected to maintain a test environment for duplication of issues.

B. Structure of Lawson Global Support Center

The goal of the GSC is to offer you outstanding product support. The GSC is located at Lawson's corporate headquarters in St. Paul, Minnesota, USA, with international offices in the United Kingdom. Our support staff is organized into specialized teams to support eight primary products groups, including:

- Financials/Service Automation
- Procurement/Distribution
- Human Resources and Payroll/e-Recruiting
- Retail Operations
- Enterprise Performance Management
- Web products/extension products
- Environment/database
- Product upgrades

III. Working with the Global Support Center

A. Client Identification Number

Your Lawson representative will provide you with a client identification number as part of your implementation process. *Only clients with a valid client ID number may contact the GSC for assistance.*

B. Setting up Support Site Accounts

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As a Lawson client, at least one individual within your organization must be identified as your Lawson Web site security administrator. The role of the Lawson Web site security administrator is to set up profiles for all trained users who are authorized to work with the GSC on behalf of your organization.

If your organization has not already done so, an executive within your organization will need to complete and mail or fax the "Security Administrator Authorization" form to Lawson.

You can download this form by clicking on this link: [Security Administrator Authorization Form](#). The same form can be used if/when your organization needs to reassign the role of security administrator.

C. Active User Support Policy

The GSC is available to work with your organization's designated trained Lawson resources. To protect your organization's information, the GSC requires that all designated resources be identified and set up as active contacts by your Security Administrator prior to contacting the GSC or accessing our support Web site.

Your organization may limit access to specific Web site information by using role-based security. Security roles are assigned to each user's profile by your Security Administrator. Refer to the help text by clicking on the "My Profile" upper toolbar option at <http://support.lawson.com> for assistance in setting up user profiles.

Lawson consultants or Lawson-certified third-party consultants working on behalf of your organization also need to have an active user profile set up at support.lawson.com. The Security Administrator is solely responsible for maintaining each active user's profile, thus avoiding unauthorized access to your organization's confidential information.

D. Required Client Information

The following information may be requested, along with your detailed issue description, when you contact the GSC:

- Client name
- Client ID number
- Contact name
- Telephone number
- E-mail address
- Product or application area for which you are requesting help

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- Operating system
- Database
- Lawson software release level (for example, 7.2.5 or 8.0.2)
- Maintenance service pack (MSP) and environment service pack (ESP) release level
- Critical transfer pack (CTP) or patch applied, if applicable

E. Step-by-Step Through Support Processes

Step 1: Self-Service Tools

Get support information quickly from Lawson with Lawson's expanding selection of self-service tools:

- Lawson Knowledge Base
- Case Management Tool
- Problem Management
- Web-Based Documentation
- Web-Based Training Library (charges may apply)

All of these self-service tools can be found at <http://support.lawson.com> and are accessible to you once your support site account is set up as outlined above in Section III, part B.

Lawson Knowledge Base

Lawson's searchable Knowledge Base provides flexible access to the information you need. The Knowledge Base offers you a single point of access to a comprehensive collection of Lawson product-specific knowledge. A wide variety of documents — all authored by Lawson professionals — can be searched simultaneously. Documents in the Knowledge Base generally include: product documentation, procedures, "how-to" information, year-end manuals, release notes, file layouts, program changes, database changes, GSC support notes, and error messages, as well as the most current copy of this *Global Support Manual*.

The Case Management Tool

With Lawson's Case Management Tool, you can review the details, status, or history of any support query — even after it has been resolved.

Lawson's Case Management Tool gives you access to a complete summary of any issues that you have submitted to the GSC. Support specialists add information each time an action or conversation takes place regarding your cases. By documenting your case history, the Case Management Tool gives you and the Lawson support team a point of

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reference for all future discussions related to your case information, which remains available even after your cases are closed.

Problem Management

Product discrepancies are tracked in a Problem Management Tool by a "Problem ID" number (also known as "Problem Tracking" or "PT" number); each discrepancy can be referenced by the PT number with which it was originally reported to the GSC. To view your organization's PT numbers, go to the "Customer Support" section at <http://support.lawson.com> and click on "Electronic Support" and then the "Problem Management" link.

Web-Based Documentation

You can download complete copies of Lawson for a variety of applications, environments, user interfaces, and more. This documentation can be found at <http://support.lawson.com> under the "Products" section.

Web-Based Training Library

Lawson Learning offers a variety of Web-based training opportunities. Your Lawson client manager can provide you with details on current training tools and services.

Step 2: Contacting the GSC

You can contact the GSC via:

- Lawson Interactive Support (LIS)
- Telephone

Lawson Interactive Support

Lawson Interactive Support (LIS) uses the power of the Web to streamline your support experience. Accessible from any online computer, LIS requires little or no training for users who are proficient with e-mail or instant messaging. LIS is the recommended method of

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communicating with the GSC during our normal business hours and Lawson-designated holiday hours.

You begin your LIS session by logging onto <http://support.lawson.com> and answering a series of questions. Your login information and the responses to the questions help us connect you to the appropriate support specialist.

Along with submitting your questions, you can attach screen shots and relevant documents for review by the support specialist. As a result, by the time you get an initial response message, the support specialist already has a basic understanding of your issue. In addition, your support specialist has access to your support history and is able to track your search activities in the Lawson Knowledge Base.

Telephone Support

Lawson's support specialists are available during our normal business hours. During these hours, if a new issue arises, you can expect the phone to be answered by a qualified support specialist. If you are calling back regarding an existing open issue, you will be routed through the GSC helpdesk.

Support Hours

Support is available during our normal business hours (in the U.S.: 7:00 a.m. to 7:00 p.m. CST; outside the U.S.: 8:00 a.m. - 1:00 a.m. GMT). Extended support is available outside normal business hours. Please see Section IV's "Special Support Offerings" under "Extended Support" for more information.

If it is necessary for you to contact Lawson by telephone regarding new and existing issues, please use the numbers below.

Country	Access Code	Support Number	Hours of Operation
U.S.(except New York)		800-695-9000	7:00 a.m. – 7:00 p.m. CST
New York		800-888-3440	7:00 a.m. – 7:00 p.m. CST
Australia		800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Belgium	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Brazil		000814-550-4148	08:00 a.m. – 01:00 a.m. GMT
Canada		800-695-9000	7:00 a.m. – 7:00 p.m. CST

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Country	Access Code	Support Number	Hours of Operation
China		800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Denmark	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Finland		0-800-1-111874	08:00 a.m. – 01:00 a.m. GMT
France	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Germany	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Hong Kong	001	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Hungary	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Ireland	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Israel	014	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Italy		800-876806	08:00 a.m. – 01:00 a.m. GMT
Japan	001 (IDC) 0061 (KDD) 0041 (Japan Telecom)	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Korea	001 (KT) 002 (Dacom)	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Malaysia	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Mexico		001-800-695-0104	08:00 a.m. – 01:00 a.m. GMT
Netherlands	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
New Zealand	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Norway	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Philippines	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Poland		00-800-1112-846	08:00 a.m. – 01:00 a.m. GMT
Portugal	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Russia		8-10-8002-228-3011	08:00 a.m. – 01:00 a.m. GMT
Singapore	001	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
South Africa		080-09-92934	08:00 a.m. – 01:00 a.m. GMT
Spain	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Sweden	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Switzerland	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Thailand	001 (CAT)	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
United Kingdom	00	800-695-90000	08:00 a.m. – 01:00 a.m. GMT
Venezuela		08001-003617	08:00 a.m. – 01:00 a.m. GMT

Note: Central Standard Time (CST) is GMT -6

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Step 3: Detailed Issue Description

When interacting with the GSC, please be prepared to provide a detailed issue description, which includes answers to the following questions:

- Has this problem occurred before?
- Can you reproduce the issue on demand with a non-modified version of the software?
- Can you describe step-by-step how to reproduce the situation?
- Have any recent changes been made to your system?

Examples:

- Applied Lawson patches or patch bundles (CTPs, MSPs, ESPs)
- Installed or patched other software in the system
- Upgraded or patched the operating system (OS)
- Modified configuration files or parameters in the system
- Has your process for using the software changed?
- Did you get an error message?
 - If yes:
 - What is the error message number and category?
 - What is the exact error message?
 - Please include the form ID and program in which you were working. Have this information available to read, e-mail, or attach to your LIS issue.

Note: You are expected to maintain a non-modified version of the software for the release levels for which you are requesting support. All discrepancies must be reproduced in that non-modified version before being reported to the GSC.

Step 4: Processing Your Global Support Center Request

Assigning a Case Number

When submitting a request by LIS, you will automatically be issued a case number, which will be your acknowledgement of receipt. When you phone the GSC, you will receive a case number from the support specialist. Whether contacting the GSC by LIS or phone, the case number is your reference when checking on the status of an issue. You will need

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to retain the case number until your inquiry is resolved.

Setting the Case Priority

Lawson Interactive Support:

A support specialist will work interactively on the issue while both parties are available until the issue is resolved. Due to the interactive nature of LIS, we do not designate case priorities. However, for critical situations, you should clearly communicate the severity of your issue to the support specialist so that we may take appropriate action.

Lawson Phone Support:

Due to the nature of phone support, the GSC adheres to the standard that the most critical situations are handled with the highest priority. The following factors go into the priority decision:

- Whether you are in a final test phase and ready to go live within 30 days, or in production
- Whether the problem has a critical impact on a major processing cycle (e.g., update job versus report)
- Whether a temporary, acceptable workaround is a possible solution

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After a discussion about your situation, your case will be assigned one of the following three priority levels:

Description	
Priority 1	System down or inoperable; mission critical
Priority 2	High impact to a major processing cycle; serious
Priority 3	Normal processing of non-critical issues

Setting Expectations for Case Handling

Lawson Interactive Support:

When we do not receive a response from you within 15 minutes of our last communication to you, your case will be transferred to "Awaiting Your Response" status. This allows support specialists to continue working with other clients while awaiting your response. If no response is received from you within 72 hours, the issue is automatically closed. An email notification will be sent informing you of this pending close at 24-hour intervals within this 72-hour timeframe. If, at any time during the 72 hours, you re-engage and interact with the support specialist, your case will transfer back to active status.

If your LIS case results in a "Priority 1" or "Priority 2" software discrepancy, you will receive a Problem Tracking (PT) number. The support specialist will then transfer the case out of interactive support to a holding status and update you upon completion of the repair. For "Priority 3" PTs, you will receive a Problem Tracking number. You will be informed of the anticipated resolution timeframe and delivery vehicle and your case will then be closed. Please see "Product Discrepancy Prioritization" for more information.

Lawson Phone Support:

Each priority level comes with an expectation of response and follow-up from your support specialist. If your issue is not resolved on first contact, your case may be transferred to another support specialist. If this occurs, you can expect the following secondary response timelines:

Response Goals	
Priority 1	Immediate allocation of resources to resolve the issue until it is closed or an acceptable workaround is possible
Priority 2	Expect a call back from another resource within 2 to 4 business hours

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Priority 3	Expect a call back from another resource within 8 to 10 business hours
-------------------	--

If your case is not resolved on the first contact, you can expect to receive regular status updates from the GSC based on the following timelines:

Status/Feedback Goals	
Priority 1	Immediate allocation of resources to resolve the issue until it is closed or an acceptable workaround is possible. Expect status updates twice daily (morning and afternoon) until the issue is resolved
Priority 2	Expect status updates every other business day
Priority 3	Expect status updates every third business day

These goals help ensure that you are informed of the status of your case. If your case results in a "Priority 1" or "Priority 2" assignment, you will receive a Problem Tracking (PT) number. The support specialist will then put your case in a holding status and update you upon completion of the repair. For "Priority 3" PTs, you will receive a Problem Tracking number. You will be informed of the anticipated resolution timeframe and delivery vehicle and your case will then be closed. Please see "Product Discrepancy Prioritization" for more information.

Working on Your Support Request

Each case is assigned to a support specialist, who is responsible for researching your issue.

If the issue appears to be a software discrepancy, the support specialist will determine whether a fix or workaround exists. If a solution does not exist, the support specialist will work with you to isolate and determine the source of the software discrepancy. You may be asked to duplicate and document the issue in your system.

For particularly complex issues, support specialists may request access to your system.

Note: Lawson Software can only gain remote access with your authorization and with proper remote communications in place.

Duplicating Your Issue

If a support specialist cannot duplicate your issue in a test environment and the issue does not recur on a regular or predictable basis in your system, performing a code review via WebEx to isolate the erroneous code or replication in your system may be necessary.

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If, after a reasonable length of time, no progress is made in duplicating the issue on demand, the case will be closed; you will be notified and invited to contact us if you are able to reproduce the issue. In some cases, you will be instructed as to what controls to put in place, so that in the event the issue should recur, sufficient documentation might exist to enable a more precise determination of the cause.

Product Discrepancy Prioritization

Priority 1. This priority level is reserved for emergency situations for your "live" production or "ready-to-go live" system (defined as 30 calendar days prior to going live) in which the system is down, there is a medium to high impact on a critical processing cycle, or there is critical data corruption. An acceptable workaround automatically downgrades the issue to a "Priority 2." For "Priority 1" discrepancies, Lawson will immediately assign a product maintenance resource and stay focused on resolving the issue, during normal business hours, until a fix or other workaround is provided.

Priority 2. This priority level is assigned when there is a severe issue involving a business-critical process or severe data corruption. For "Priority 2" discrepancies, Lawson will make a reasonable attempt to provide a fix within 15 business days.

Priority 3. This priority level is assigned to non-critical issues or when an acceptable workaround exists. For "Priority 3" discrepancies, Lawson will attempt to include a fix in a future service pack (SP).

Product Delivery Definitions

Critical Transfer Pack (CTP): A CTP contains corrective code and dependencies for a reported application discrepancy. A CTP will be made available for "Priority 1" and "Priority 2" discrepancies for application releases 8.0.X or later.

Patch: A patch is a document containing necessary code changes needed to resolve discrepancies for application iSeries 7.X.X only.

Technology-critical update: A critical update is the corrective code for reported technology product discrepancies. Updates for individual fixes will be made available for "Priority 1" and "Priority 2" discrepancies.

Service Pack: A Service Pack is the culmination of corrective code for reported discrepancies resolved by a specified date. A Service Pack will be produced for the current

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cyclical release until a new cyclical is made generally available. Once a new cyclical is generally available, the Service Pack for the previous cyclical may no longer be available.

Service Packs vary by product; an "MSP" is an application maintenance service pack while an "ESP" is a technology/environment maintenance service pack.

Cyclical: A cyclical is a complete delivery of the software with maintenance corrections and selected product enhancements. It is the expectation that clients will apply cyclicals as they are made generally available.

Major release: A major release of software may include the following: significant new features, functionality, technology, performance, and/or architecture changes.

Viewing Case Reports Online

You may view the status of your organization's current cases as well as case notes. To view your organization's cases, go to the "Customer Support" section at <http://support.lawson.com> and click on "Electronic Support" and then the "Case Management" link. There is also an option for exporting case information to a spreadsheet.

When viewing case notes on active cases, you also have the ability to add new information for cases that have been submitted via phone (not to exceed 75 characters) which will trigger the delivery of a message to the support specialist.

Escalation Process

The GSC has an established escalation process to address your concerns related to a specific support case. When requesting the escalation of an existing case, you will need to provide the case number, the phone number where you may be contacted, and information regarding your specific support case concerns. The information you provide will be reviewed by an escalation manager, who will determine the nature of your request.

Examples of circumstances that may be escalated to an escalation manager:

- The GSC has not met the response goals.
- The GSC has not met the status/feedback goals for an existing issue, and attempts to contact the support specialist case owner have been unsuccessful.
- New information has become available, making the issue more serious, and all attempts to contact the support specialist case owner have been unsuccessful.

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Note: *If it is determined that the GSC is within the guidelines outlined above for response or status/feedback goals, expectations and next steps will be established, and your case will be handled accordingly. These standards are intended to ensure that the most critical issues are handled with the highest priority.*

If, at any time, you feel that the escalation process is not addressing your needs appropriately, you may take your escalation request to the next management level, using one of the options described below:

Escalating an LIS case

To escalate a support case submitted via LIS, notify the support specialist working on your case of your desire to have the case escalated by stating, "Please escalate this issue to an escalation manager. I can be reached at (phone number)." Requests to escalate will result in a callback from an escalation manager to the phone number you have provided. You may also contact us via phone to escalate an LIS case by calling the GSC and selecting the "existing issue" option on our phone tree.

Escalating a telephone case

You may request an escalation by calling the GSC and selecting the "existing issue" option on our phone tree. You will be routed to a helpdesk representative who will connect you with an escalation manager.

Step 5. Case Resolution

Issue Resolved

When it is determined that the issue is resolved, the case will be closed. Case notes are available for later review at <http://support.lawson.com>. If the problem recurs after case closure, two options are available to reopen the case. You may contact the GSC via telephone and reference the original case number and request to have it reopened, or you may open a new LIS case and reference the original LIS case number. If you resolve your issue, please notify the GSC so that the support specialist can close the case and update your case notes.

Inability to Duplicate

The support specialist will attempt to duplicate your issue, as you have described it, in a

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Lawson test environment. Recurring issues may require an attempt to replicate them in your non-modified system, or a code comparison may be performed in an attempt to isolate the cause.

If you and the support specialist are unable to reproduce the issue, the case may be closed until the issue is reproducible.

Enhancement Request

Some requests submitted to the GSC may not be a result of a discrepancy with the Lawson product, but may be a request for functionality that is beyond the original product design. The support specialist is trained on all of Lawson software's standard product features and will make every attempt to provide you with a solution. If it is determined that a specific feature or function requested of the GSC is not a part of the original product design, you will be invited to submit an enhancement request. You do not need to report an issue prior to entering an enhancement request. The development of an enhancement is not included in standard support.

To request an enhancement, go to <http://support.lawson.com> under the "Products" heading. Enhancement requests are regularly reviewed during the planning phases of new releases.

Reopening Cases

If the problem recurs after case closure, two options are available to reopen the case. You may contact the GSC via telephone and reference the original case number and request to have it reopened, or you may open a new LIS case and reference the original LIS case number. If you resolve your issue, please notify the GSC so that the support specialist can close the case and update your case notes.

F. Holiday Coverage

Although Lawson offices throughout the world adhere to the "Lawson GSC Holiday Schedule" posted on our support Web site, the GSC is open during holidays to offer support for client issues. For U.S. clients, holiday coverage is from 8:00 a.m. to 5:00 p.m. Central Time, unless otherwise noted.

Note: *Issues are only taken via Lawson Interactive Support on designated Lawson holidays.*

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G. Extended Support

Lawson extended support provides you with limited emergency application and technical support from 7:00 p.m. to 7:00 a.m. CST, Monday through Friday, and 24-hour service on Saturdays and Sundays. Extended support is available for all clients who are current on maintenance; it requires no additional registration. This offer does not apply to decommissioned products.

Note: *This service is not intended for normal application questions and issues, nor is it staffed to address upgrades, installation issues or other planned events. It is exclusively for **emergency critical processing issues** that occur after normal business hours.*

If you have an emergency situation, call the GSC number for your country, and select the option for after-hours emergency support. Our after-hours service will contact the appropriate resource, who will contact you and attempt to resolve your issue or provide a workaround.

Please complete the following steps before contacting Lawson for extended support assistance:

- Attempt to resolve the issue through your internal Systems Administrator, Database Administrator, or Web Administrator and support.lawson.com self-service tools.
- Identify the application and environment release in which you are experiencing the issue.
- Document the exact error message.
- Have technical and application resources ready to work with GSC support specialists.

Our support staff will assist you in emergency situations for online production systems only, for the following major application processing areas:

Note: *This list is subject to change at any time without notice. Any changes will be updated in this document on support.lawson.com*

- Processing checks: AP155, AP160, AP161, PR140, PR160
- Closing programs: AP, AM, GL, IC, PO, PR

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- Other significant processing programs: AC120, AC131, AC190, AM170, AM180, AM190, AD190, AP25, AP26, AP125, AP126, AP150, AP170, AP175, AR190, BL122, BL123, BL199, BR120, BR121, BR130, CA190, CU195, CU196, GL120, GL170, GL190, GL500, IC199, OE121, OE124, OE130, OE132, OE133, PO180, PO199, RQ500, WH130, MA540, IC500, IC588, PC540, IC170, IC175, IC140, PO135, handheld and MPC processing
- Lawson Budgeting and Planning: not being able to access your application or instance ("System is undergoing maintenance," "Page not found," "Page cannot be displayed"), data is corrupt and/or calculations are not correct, data extracts are not available from the system, severe application performance degradation, scheduled snapshot did not occur
- PSA/SA: Time Management, Expense Management and Invoice Matching
- Environment: Database, Job Scheduler, and security issues
- Web: Internet Object Services (IOS), Portal
- Extensions: ProcessFlow - High-volume approvals pending through in-basket for Requisition, Personnel Action and Invoice Approval where work unit status remains at "Priority 1"
- Retail operations:
 - Merchandising installer – Critical only during a live upgrade.
 - Reference Maintainer – pucp6315, Scheduler, Cost_serv, gen_serv, Pomlinesgen, glwp0060 (prcs code 60), XrefHouse (prcs code 46)
 - Distribution – Billing (Pracs code 110), PickLabl (pracs code 111), Receiving (pracs code 13 or 14), Labels (pracs code 23 or 24), RcvgXDock (pracs code 16), CntrlLabels (pracs code 120), Invrep (pracs code 116), PrevtrRepl (pracs code 125), Replents (pracs code 113), StorOrdTot (pracs code 42), WoHouse (pracs code 48/48a), PBYL Billing (Pracs code 112)
 - GLOM – LoadStorOrd (pracs code SO05), OrderRel (pracs code SO01), GlomDemand (pracs code 168), AdoCrtPo (pracs code 169), Autoallo (pracs code SO02).
 - General APIs – StoremanagerOverride
 - Reference Exporter – Extract and merge
 - MCOM – MComLoadStorOrd (pracs code MC05), MComOrderRel (pracs code MC01), MComDemand (pracs code MC06), MComAdoCrtPo (pracs code MC07), MComAutoallo (pracs code MC02), MComDSDExtract (pracs code MC14), MComInvRep (pracs code MC15)

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- Replenishment – pucp2000 (prcs code 88), ordt (prcs code 90, 91, 92 and 94), pucp3000 (prcs code 96), pucp3010 (prcs code 98), fcaic (prcs code 100), hendweek (prcs code 102)
- Stock Accounting – Proof of delivery (XML).
- Strategic Pricing – Price loader. auto pricing
- The MALL – Only critical if the problem occurs with multiple users – never for a single user

H. E-mail Notification

Lawson provides a subscriber-based e-mail notification process which allows you to receive proactive communications from Lawson. **Please Note:** This is the only communication method utilized by Lawson to provide its support clients with information concerning critical patch or fix notifications.

You may subscribe to multiple e-mail notifications lists. You will receive critical notifications, patch updates, etc. related only to the products and platforms you select.

Subscribing: Subscribe to your desired e-mail notification options via the subscription options located within "My Profile" at <http://support.lawson.com>.

Standard support notifications: E-mail notification of critical product repairs (e.g., patches and fixes) corresponding to the products you select on the subscription form.

Emergency support notifications: E-mail notifications of critical product repairs that fall outside the standard e-mail notification support process. These are generated on an as-needed basis.

Industry-based notifications: E-newsletters highlighting specific industry concerns such as trends and technology issues. In addition, these e-newsletters will highlight how Lawson clients have leveraged technology to solve technology issues. You will be updated on Lawson events, new product information, and news items.

Opting out (how to discontinue e-mail notifications): Only you and your Security Administrator have the authority to subscribe or unsubscribe to these subscription lists. At any time, you may unsubscribe completely to a subscription list by un-selecting any or all the lists from the selection box.

I. Support Constraints

There are limitations to the types of support assistance Lawson offers. Support is only available for Lawson Products or third-party products purchased through Lawson (as

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defined by your contract). The GSC will help you identify whether an issue is related to a Lawson supported product or your operating system and/or hardware. If the issue is with a non-Lawson supported product, we will direct you to your hardware or third-party vendor for resolution.

In addition, Lawson does not debug code you obtained from sources other than Lawson or for Lawson code that has been modified.

The GSC is not intended to replace training, standard Lawson product documentation, consulting, or other services offered by Lawson. Additionally, it is our expectation that your organization has the Product properly installed, set up, and configured prior to engaging the GSC.

If you need additional support regarding questions or issues beyond the scope of the GSC, the support specialist will refer you to your Lawson client manager to assist you in attaining appropriate consulting and training services.

IV. Special Support Offerings

A. After-Hours Billable Beeper Support Service

After-hours beeper support is a fee-based service designed to provide you support between the hours of 7:00 p.m. and 7:00 a.m. Central Time, Monday through Friday, and 24 hours a day Saturday and Sunday. The hours of support and the fee rate are based on your resource requirements. If you anticipate a support need for conversions, installations, upgrades, planned events, or non-emergency functions that fall outside our standard hours of operation, please contact your Lawson Client Manager to inquire about after-hours beeper support service. Requests for after-hours beeper support should be made at least five business days in advance of the planned service dates. We will attempt to fulfill requests based on availability of appropriate resources. We may be unable to provide support for requests made less than five business days in advance.

B. Billable Support (During Normal Business Hours)

Some issues fall outside the scope of standard support and are considered billable. Based on the type of service requested, these issues may be addressed either by Lawson Services Group or by the GSC.

Billable issues include:

- How-to type questions covered in available documentation or through Lawson training courses

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- Training and use of the software
- Business process consulting, such as best practices, system set-up, report set-up, and conversions
- Software installation, including third-party product installation and configuration
- Modifications to Lawson software, including, but not limited to:
 - Creating custom application code
 - Supporting and troubleshooting modified programs
- Installation of Lawson patches and Service Packs, as well as related IS functions
- Consulting and programming assistance with interfaces between non-Lawson and Lawson software products
- Upgrade planning and assistance
- Disk sizing
- Kernel tuning
- Database tuning
- Performance tuning and system optimization

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V. Holiday Schedule

A. North American 2006 Holiday Schedule

Holiday	Date	Hours
New Year's Day Holiday	Monday, January 2, 2006*	8:00 a.m. – 5:00 p.m. CST
Memorial Day	Monday, May 29, 2006*	8:00 a.m. – 5:00 p.m. CST
Independence Day Holiday	Monday, July 3, 2006 *	8:00 a.m. – 5:00 p.m. CST
Independence Day	Tuesday, July 4, 2006 *	8:00 a.m. – 5:00 p.m. CST
Labor Day	Monday, September 4, 2006 *	8:00 a.m. – 5:00 p.m. CST
Thanksgiving Day	Thursday, November 23, 2006	Closed
Day After Thanksgiving	Friday, November 24, 2006 *	8:00 a.m. – 5:00 p.m. CST
Christmas Day	Monday, December 25, 2006	Closed

*Limited support

24x7 support is available on all holidays.

Changes to this schedule will be available via <http://support.lawson.com>.

Note: Lawson's North America Client User Exchange ("CUE") will be held in Orlando April 9th through the 12th in 2006. During this period, the Global Support Center operates with a limited staff. Consequently, you may experience longer response times during this period of time. We thank you for your patience and understanding.

B. International 2006 Holiday Schedule

Holiday	Date	Hours
New Year's Day Holiday	Monday, January 2, 2006*	8:00 – 17:00 GMT
Good Friday	Friday, April 14, 2006 *	8:00 – 17:00 GMT
Easter Monday	Monday, April 17, 2006 *	8:00 – 17:00 GMT
May Day	Monday, May 1, 2006 *	8:00 – 17:00 GMT
Spring Bank Holiday	Monday, May 29, 2006 *	8:00 – 17:00 GMT
Summer Bank Holiday	Monday, August 28, 2006 *	8:00 – 17:00 GMT
Christmas Day	Monday, December 25, 2006	Closed
Boxing Day	Tuesday, December 26, 2006 *	8:00 – 17:00 GMT

*Limited support

24x7 support is available on all holidays.

Changes to this schedule will be available via <http://support.lawson.com>

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ADDENDUM TO LICENSE AGREEMENT

This Addendum ("Addendum") modifies all prior Lawson software license agreements and any amendments or attachments thereto (collectively, the "Agreement") entered into between Lawson Software Americas, Inc. and its predecessor, and the undersigned Client, and is effective as of the date signed by Lawson. All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement (for those section number(s) not contained in the original Agreement). The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. In the event of a conflict between this Addendum and the T&C's, the terms and conditions of this Addendum shall control.

1. Section 1.1 of the Agreement is deleted and replaced in its entirety with the following:

1.1 "Agreement" or "Lawson Software End User Agreement" means these T&C's and each Order Form referring to these T&C's and entered into by the Parties at any time. The Agreement also includes the following documents attached hereto as exhibits:

- Exhibit A: Product Order Form and any addenda thereto
- Exhibit B: Statement of Work and any addenda or Appendices thereto
- Exhibit C: Global Support Center Manual

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

1.2 "Client Group" means Client and any other governmental entities and districts in Fort Bend County, Texas controlled or governed by the Fort Bend County Commissioner's Court.

3. Section 1.11 of the Agreement is deleted and replaced in its entirety with the following:

1.11 "Third Party" means the applicable third party owner of Products that are delivered to Client under the Agreement. The Third Party-owned Products initially licensed by the Client are listed in the Product Order Form attached to this Agreement.

4. The following Section shall be added to the Agreement as Section 1.12:

1.12 "Unmodified" means there have been no: (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.

5. Section 3 of the Agreement is deleted and replaced in its entirety with the following:

3. Delivery and Installation. Unless otherwise provided for in the applicable Order Form, promptly after receipt of the down payment of the "License Fees" described in the applicable Order Form, Lawson shall deliver to Client one copy of the Products described in that Order Form. Except to the extent otherwise agreed in an Order Form, Client is responsible, at its expense, for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services. Risk of loss of the Products and media on which such may be delivered shall remain with Lawson at all times until delivery to Client's offices.

6. Section 4 of the Agreement is deleted and replaced in its entirety with the following:

4. Support: By Lawson. During the Support Period, Lawson shall directly or indirectly provide Client the following support ("Support") for the Lawson-Supported Products:

- a. repair, replace or provide Client an upgrade of the Lawson-Supported Products to enable the Lawson-Supported Products or upgrade of the Lawson-Supported Products to comply with the Product Warranty under Section 8(a) below;
- b. make available to trained persons authorized by Client: (1) Lawson's standard telephone support, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 7 a.m. to 7 p.m. CST (excluding weekends and Lawson-designated holidays) and 8 a.m. to 5 p.m. CST (unless otherwise specified by Lawson) on Lawson-designated holidays, excluding December 25 and (2) Lawson's extended telephone support, including, in a production environment, mission critical and systems-down application and technical support, during all other hours of the day or night on every calendar day of the year, excluding December 25; and

e. provide Client updates, enhancements and new releases (including Major Releases) of the Lawson-Supported Products when generally made available by Lawson for installation and use by Client Group under the Agreement (unless otherwise stated in the applicable Order Form).

Lawson shall not materially degrade its Support practices during the Support Period. During the Support Period: (1) Lawson shall Support (i) the then current Major Release and (ii) each prior Major Release for at least 24 months after general availability of that release and (2) Lawson shall alert Client at least 12 months before the scheduled termination of Support and the Product Warranty for any Major Release. Lawson may immediately terminate Support and the Product Warranty for all Lawson-Supported Products described in an Order Form if Client does not renew Support for the Products designated as "LSP-REQ'D" in that Order Form. Client may elect to purchase at Client's expense from the applicable Third Party available support for the Third Party-owned Products specified in an Order Form as not maintained or supported by Lawson ("No LS"). Except to the extent otherwise described in an applicable Order Form, Lawson does not Support Service Deliverables or modified Products. Lawson will provide Support in accordance with the then-current Global Support Center Manual.

7. Section 7 of the Agreement is deleted and replaced in its entirety with the following:

7. Services. (a) Except to the extent otherwise agreed in an applicable Order Form, all Services will be on a time and materials basis at Lawson's then current rates (the "Services Fees") plus applicable Taxes, payable within 30 days after receipt of any uncontested invoice. Client shall reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, or Support services (excluding Product Warranty services) (Lawson shall inform Client before incurring those expenses). Lawson expressly reserves the right to rotate Lawson's personnel off of Client's site if such personnel's Services will be classified as an Indefinite Work Assignment (as such term is defined by the Internal Revenue Code). Except to the extent otherwise agreed in an applicable Order Form, Client may elect to reschedule or cancel scheduled Services, but if Client provides Lawson fewer than 10 business days advance written notice of rescheduling or cancellation (for time and materials Services), Client shall pay Lawson the Services Fees for each business day that Lawson did not receive 10 business days advance notice. If Client elects to reschedule or cancel any on-site Services, Support or Product Warranty services, Lawson may invoice Client for any expenses that cannot reasonably be avoided by Lawson (e.g. penalties for changing airline or hotel commitments). Subject to the following provisions, Lawson shall select the personnel and provide the Services directly or through a subcontractor, and may reassign personnel if reassignment does not materially impede the performance or schedule of Services. (b) Lawson represents and warrants that all personnel it uses in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of Lawson or, if applicable, Lawson's subcontractor(s), shall be qualified to perform the tasks assigned them. Lawson shall provide the resume of any on-site Project Personnel to Client upon the written request of Client. Lawson shall notify Client of its intent to use any on-site Project Personnel to perform Services under the Agreement and Client may refuse the use of such Project Personnel by providing Lawson notice of such rejection within three (3) business days of notification. (c) The Client may, upon written notice to Lawson, require Lawson to remove an individual immediately from providing Services for the following reasons: violation of the terms and conditions of this Agreement; violation of the Client's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. (d) The Client may, upon thirty (30) days written notice to the Lawson, require Lawson to remove an individual from providing Services without cause. Lawson may reasonably extend any deadlines adversely affected by any delays in the Statement of Work attributable to the Client's request for the removal of Lawson personnel without cause, and Lawson will not be responsible for such delays in the Statement of Work. Client will be responsible for any additional fees caused by delays in the project due to the removal of any Project Personnel for reasons other than those described in subsection (c) above.

8. Section 8 of the Agreement is deleted and replaced in its entirety with the following:

8. Warranties.

a. Product Warranty. During the Support Period, Lawson warrants that (the "Product Warranty"):

(1) *Media.* The media for Products as provided by Lawson will be free of defects;

(2) *Viruses.* Before Product delivery by Lawson, Lawson shall use up-to-date, commercially available virus scanning and cleaning, and shall not, based on the results of that scanning and cleaning, deliver to Client Products containing any computer viruses, time bombs, harmful and malicious data, or other undocumented programs which inhibit Product use; and

(3) *Operation.* When properly installed, the unmodified Software provided by Lawson for the Lawson-Supported Products shall operate materially and substantially as described in the unmodified Documentation for that Software.

b. Support and Services Warranty. Lawson warrants that at the time of Services delivery, the Services shall be provided by trained personnel and in a professional manner using Lawson's Best Efforts. "Best Efforts" as used in this subsection (b) means that Lawson will render the respective Services under this Agreement in the best manner that is no less favorable to Fort Bend County than the same Services that Lawson provides to any other client of Lawson. Delivery of Support shall be provided by trained personnel and in a professional manner using reasonable, commercial efforts.

- c. *Title Warranty.* Lawson warrants that it owns all right, title and interest in the Products and Service Deliverables, or has the authority by license, sufficient to grant Client the License and fulfill Lawson's obligations under the Agreement. Client's exclusive remedies for the breach of this Section 8(c) by Lawson are described in Section 12 below.
- d. *Functionality Warranty.* Lawson warrants that, for a period of twenty-seven (27) months after the Effective Date of the Agreement, the applicable Products shall operate in accordance with the Functional Requirements Matrix attached to the Statement of Work as Appendix I.
- e. *Governmental Consent.* No consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.
- f. *No Actions, Suits, or Proceedings.* There are no actions, suits, or proceedings, pending or, to the knowledge of Lawson, threatened, that will have a material adverse effect on Lawson's ability to fulfill its obligations pursuant to or arising from this Agreement.
- g. *Free and Clear Title.* Lawson has the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. The Client shall quietly and peacefully possess and use the Product provided hereunder, subject to an in accordance with the provisions of this Agreement. Lawson represents and warrants that, to its knowledge, the Products, and all related source code and documentation, do not, and shall not, infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party.
- h. *Warranty of Lawson Capability.* Lawson is financially capable of fulfilling all requirements of this Agreement. Lawson covenants, represents and warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.
- i. *Compliance with Laws.* In providing services herein, Lawson shall comply with all material licenses, legal certifications, or inspections required for the services facilities, equipment, or materials. Lawson further represents and warrants that Lawson shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations, including, without limitation, that Lawson shall not: (a) knowingly employ illegal immigrants to perform any services; and (b) refuse to hire or do business with any person based upon race, color, gender, ethnicity, disability, national origin, age, or any other protected status.
- j. *Corporate Authority.* Lawson has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations herein, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by Lawson of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of Lawson are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- k. *Certain Business Practices.* Neither Lawson nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participating in this Agreement by any Federal department or agency. Lawson further represents and warrants that it is not listed on a local, county, State or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Lawson) has been engaged or retained by Lawson to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.
- l. *Corporate Good Standing.* Lawson: (a) is a corporation duly incorporated, validly existing, and in good standing; (b) has all requisite corporate power and authority to execute, deliver, and perform its obligations herein; (c) is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized, or qualified would not have a material adverse effect on Lawson's ability to fulfill its obligations herein.
- m. *Signatory Warranty.* The person or persons signing and executing this Agreement on behalf of Lawson, or representing themselves as signing and executing this Agreement on behalf of Lawson, do hereby warrant and guarantee that he, she or they have been duly authorized by Lawson to execute this Agreement on behalf of Lawson and to validly and legally bind Lawson to all terms, conditions, and provisions herein set forth.
- n. *Illicit Code.* Lawson has not knowingly introduced into the Lawson-owned Products any trap door, back door, bomb, or other disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to alter, delete, limit, control, damage, or disable any Client property.
- o. *Project Personnel.* All Project Personnel shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

THE WARRANTIES REFERENCED IN THIS 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 or Services are free of nonmaterial defects.

9. Section 10 of the Agreement is deleted and replaced in its entirety with the following:

10. **Lawson's Remedies.** Lawson may terminate Support and Services at any time if all Lawson uncontested invoices, that are then due and payable, are not paid within 15 days after notice of late payment. Lawson may terminate Support if the Support renewal payment is not received by the Support Period renewal date. Lawson may terminate the License and the Agreement if any undisputed License fees are not paid by Client within 15 days after notice of late payment or if Client does not cure any other material breach of the Agreement within 90 days after notice of breach. Client shall promptly destroy or return to Lawson all Products and Service Deliverables if the License and the Agreement terminate as described in this Section 10 (Third Party-owned Products must be returned to Lawson upon termination of the License).

10. Section 11 of the Agreement is deleted and replaced in its entirety with the following:

11. Confidential Information. "Confidential Information" means object code, source code and benchmark tests for the Products and Service Deliverables, pricing, non-standard Lawson contract terms, all information that may be specifically classified as confidential by Client, Client Group data and all other information reasonably believed to be confidential, but *excludes*: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the disclosing Party to appear and protect its interests, and such disclosure complies with applicable law. Client Group's Confidential Information also excludes any new features or functionality suggested by Client Group for the Products or Service Deliverables. The Parties shall use reasonable efforts to keep each other's Confidential Information, including Client Non-Public Information (as defined below), secret and shall use that information only to fulfill the rights and obligations under the Agreement. Either Party may disclose in confidence the other Party's Confidential Information on a need-to-know basis to other persons, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use. The Parties shall have the right of injunctive relief to maintain compliance with this Section 11 and prevent unauthorized disclosure or use of the Products, Service Deliverables or other Confidential Information.

Notwithstanding any provision of this Agreement to the contrary, Lawson acknowledges that Client is subject to the Texas Public Information Act. In the event that the applicable governing body requests Client to disclose any information defined as "Confidential Information" or labeled as such by Lawson, Client will promptly provide Lawson notice of the request for information so that Lawson may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under Texas law resides with Lawson. Should the applicable governing body issue a formal opinion that the requested information, or any part thereof, should be released, Client may release such information without penalty or liability.

"Client Non-Public Information" means all past, present, and future non-public information related to the official business of the Client that may be obtained orally, in writing, or from any source, as well as all non-public information on any Client servers, LANs, and workstations and all software, middleware, firmware, licensed internal code and groupware, whether owned or licensed currently or in the future accessed by Lawson by any direct or remote access method, including, but not limited to, any information relating to juvenile criminal records or any other record that must be maintained as confidential pursuant to the Texas Family Code or any applicable state or federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and related privacy regulations. Client Non-Public Information does not include information that (a) is or becomes public other than as a result of a disclosure by Lawson in breach hereof, (b) is or becomes available to Lawson on a non-confidential basis from a source other than Client, which is not prohibited from disclosing such information by obligation to the Client, (c) is or becomes known by Lawson prior to its receipt from the Client without any obligation of confidentiality with respect thereto, or (d) is developed by Lawson independently of any disclosures made by the Client to Lawson of such information.

The Parties shall have the right of injunctive relief to maintain compliance with this Section 11 and prevent unauthorized disclosure or use of the Products, Service Deliverables or other Confidential Information. This Section 11 shall survive termination of this Agreement for any reason whatsoever.

11. Section 12 of the Agreement is deleted and replaced in its entirety with the following:

12. Infringement Indemnity and Remedies. Lawson shall, at its expense, retain counsel and defend any suit or claim brought against Client and shall indemnify Client against any third party damage claims that the Products or Service Deliverables as delivered by Lawson infringe any third party's Intellectual Property Rights enforceable under Canadian, United States or state law or international copyright treaty, if Client: (a) promptly notifies Lawson after Client learns of the suit or claim, and no delay by Client in providing that notice materially prejudices the rights of Lawson; (b) gives Lawson

authority to defend or settle the suit or claim (provided that Lawson does not agree to any settlement that materially prejudices Client); (c) gives Lawson all available non-privileged information reasonably requested by Lawson concerning the suit or claim; and (d) complies with this Section 12 and reasonably cooperates with Lawson in the defense (Lawson shall reimburse Client's reasonable out-of-pocket costs of that requested cooperation). Client may also retain counsel to participate in the defense ("Client's Counsel"). Lawson shall reimburse Client for the reasonable fees and expenses of Client's Counsel only if Lawson fails to continue to retain legal counsel as required by this Section 12. In addition, should the equipment or software, or goods or services provided, become, or in Lawson's opinion be likely to become, the subject of a claim of infringement, Lawson, at its own expense, shall:

1. Procure for Client the right to continue using the equipment, software, goods or services; or, if such option is not reasonably available to Lawson;
2. Replace or modify the same Products or Services Deliverables, as the case may be, of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Lawson;
3. Accept its return by Client with appropriate credits to Client against Lawson's charges, or refunds to Client for amounts previously paid, including installation costs for such Products or Services Deliverables.

Lawson will have no obligations or liability for any suit or claim of infringement based on Client Group's use of a superseded or Client Group-altered release of the Products or Service Deliverable to the extent that the obligation or liability will be avoided by the use of a then current release of the Products or Service Deliverable which Lawson provides to Client. Client shall reasonably cooperate with Lawson to mitigate infringement damages.

12. Section 13 of the Agreement is deleted and replaced in its entirety with the following:

13. Insurance. Prior to commencement of service, Lawson shall furnish the Client with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Client. Lawson shall maintain the following insurance coverage from the time services commence until services are completed and provide replacement certificates for any such insurance expiring prior to completion of service.

a. COMMERCIAL GENERAL LIABILITY INSURANCE

Lawson shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate. Policy shall cover the liability for bodily injury, personal injury and property damage and products/completed operations arising out of the business operations of the policyholder.

b. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Lawson shall maintain Auto Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

c. WORKERS' COMPENSATION INSURANCE

Lawson shall maintain workers' compensation insurance with statutory limits. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

d. EMPLOYERS' LIABILITY INSURANCE

Lawson shall maintain employers' liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

e. PROFESSIONAL LIABILITY (IF REQUIRED)

Lawson shall maintain professional liability insurance with a limit of not less than \$1,000,000.

The Commercial General Liability policy shall name the Client as an additional insured.

13. Section 17 of the Agreement is deleted and replaced in its entirety with the following:

17. Limitations of Liability. In no event will Lawson, Lawson's Third Parties or Client Group be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party shall seek or apply for such damages. Other than indemnification by Lawson for third party claims under Section 12 above or bodily injury or direct damage to real or tangible personal property to the

extent caused by Lawson's gross negligence, Lawson's and its Third Parties' aggregate and cumulative liability for damages to Client Group:

(a) for the Products, the Product Warranty or Support, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed: (1) the License Fees paid by Client to Lawson for the Products subject to the damage claim if Client notifies Lawson of the claim within one year after the date of the earliest Order Form for those Products or (2) the most recent annual Support fees paid by Client to Lawson for the Products subject to the damage claim if Client notifies Lawson of the claim more than one year after the date of the earliest Order Form for those Products subject to the damage claim; and

(b) for the Services and Services Warranty, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed the Services Fees paid for the Services subject to the damage claim.

The foregoing limitations of liability set forth in this section shall not apply with respect to: (i) damages occasioned by fraud; (ii) claims that are the subject of indemnification under this agreement; (iii) damages to client occasioned by violation of law by Lawson; and (iv) damages occasioned by the breach of confidentiality obligations under this Agreement.

14. Section 18 of the Agreement is deleted and replaced in its entirety with the following:

18. Assignment. Except as permitted by this Section, neither Party may assign the Agreement or transfer any rights or obligations under the Agreement without the other Party's prior written consent, such consent to not be unreasonably withheld. Lawson may, upon prompt written notice to Client but without Client's consent, 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. Any assignment or transfer in violation of this Section is void.

15. Section 19 of the Agreement is deleted and replaced in its entirety with the following:

19. Publicity. Subject to the Texas Public Information Act, both Parties agree that it shall not publicize any portion of the Agreement or its content or disclose, confirm or deny any details thereof to third parties or use the other Party's name in connection with any sales promotion, advertisement, or publicity event, or for any purpose whatsoever, without the prior express written approval of the other Party. Neither Party will make any news releases, public announcements or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this Agreement, or the services, study, data or project to which this RFP and the Agreement relate, without the prior written approval of the other Party, and then only in accordance with explicit written instructions from the other Party.

The restrictions in this Section 19 shall not restrict disclosures that may be required to comply with securities law, court order or similar order of an administrative or regulatory agency, and in connection with relevant government agency communications including reports to Fort Bend County Commissioner's Court in open session.

16. Section 20 of the Agreement is deleted and replaced in its entirety with the following:

20. Governing Law and Dispute Resolution. This Agreement is governed by Texas law (without regard to conflicts of laws principles). If Texas law changes in any manner contrary to the express terms of this Agreement, those changes shall not govern this Agreement to the extent that those changes can be lawfully waived by contract. Promptly after the written request of either Party, each of the Parties shall appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning Lawson's invoices, the Products, Support, Services or the Agreement. If the designated representatives do not resolve the dispute, then either Party may request that an officer of Lawson and [an officer of Client] meet promptly in person or by telephone to review and attempt to resolve the dispute in good faith. Lawson may not file suit against Client on any claim arising from the Agreement without first presenting the claim in writing to Client. The claim shall include Lawson's proposed resolution of the claim. Client shall have sixty (60) days to respond to the claim, unless such sixty (60) day period will cause Lawson's claim to be barred under the two (2) year time period limitation stated below. Lawson and Client each waive their right to a trial by jury for any disputes between the Parties. No litigation, arbitration or other action relating to the Products, Support, Services, Lawson's invoices or the Agreement may be brought: (a) if the injured Party has not participated or agreed to participate in the above meetings or (b) if the cause of action has been known by the injured Party more than 2 years. Each Party shall pay (without reimbursement) its own legal fees and expenses incurred in any dispute. The Parties must comply with this Section 20 for any dispute.

17. Section 22 of the Agreement is deleted and replaced in its entirety with the following:

22. General. All services provided by Lawson will be provided as an independent contractor, and neither Party shall be, or represent itself to be, the franchiser, franchisee, agent, legal representative or fiduciary of the other Party. The Agreement may be amended only in writing signed by the Parties, except that Lawson may upon notice to Client and without Client's

signature, amend an Order Form to correct non-material errors without increasing the License fees or Services rates. Only the Commissioner's Court or its authorized designee will be authorized to sign changes or amendments on behalf of the Client. Only the CEO or its authorized designee will be authorized to sign changes or amendments on behalf of Lawson. All purchase orders, prior agreements, representations, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Products, Support or Services are superseded by the Agreement. If one or more provisions of the Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect. Sections 1, 2.6, 2.7, 2.8, and 9 through 24 shall survive any termination of the Agreement.

18. The following Section shall be added to the Agreement as Section 25:

25. Compliance with Laws. It is Lawson's business practice to design its Products, to the extent applicable and as technically and commercially feasible and reasonable, so that the Products when delivered and used in accordance with the Documentation will permit Lawson's clients to comply with applicable federal and state laws and regulations that impact substantially all of Lawson's clients. It is also Lawson's business practice, to the extent applicable and as technically and commercially feasible and reasonable, to modify its Products, as part of Lawson's Support, or license additional Third Party owned products, as reasonably necessary to conform to changes in applicable federal and state laws and regulations that impact substantially all of Lawson's clients. Lawson will promptly notify Client if Lawson becomes aware of a situation where the Products, when delivered and used in accordance with the Documentation (i) do not permit Client to comply with such applicable federal and state laws and regulations, and (ii) cannot be modified to permit Client to comply with such laws and regulations.

Lawson is responsible for both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. Lawson must comply with all federal and state tax laws and withholding requirements. Client will not be liable to Lawson or its employees or sub-contractors for any unemployment insurance or workers' compensation coverage or federal or state tax withholding requirements. Lawson may be required to demonstrate compliance with such laws at the written request of Client.

19. The following Section shall be added to the Agreement as Section 26:

26. Termination. The Agreement may be terminated as follows:

For Convenience: The agreement may be terminated, without additional penalty, by Client, without cause, by giving thirty (30) days written notice of such termination to Lawson and upon payment to Lawson of any remaining license fees. This provision shall not be construed to allow a refund of fees paid or an excuse from any fees due.

For Cause: The agreement may be terminated by Client if Lawson fails to perform as agreed or is otherwise in breach, and fails to begin to take action to cure such breach within thirty (30) days after receiving written notice from Client describing a breach by Lawson and verification of the problem by Lawson, or such longer period as is permitted for certain non-mission critical problems (e.g. cyclical bug fixes) under Lawson's standard Support practices. This Cure Period will not lengthen the response periods under Lawson's standard Support practices

In no event shall such termination by Client as provided for under this Section give rise to any additional liability whatsoever on the part of Client whether such claims of Lawson are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing or for any other reason. Client's sole obligation hereunder is to pay Lawson for Products, Support and/or services ordered and received prior to the date of termination.

20. The following Section shall be added to the Agreement as Section 27:

27. Independent Contractor. Lawson will, at all times during the performance of the Agreement, be considered an Independent Contractor. Lawson agrees that Lawson and Lawson's employees and agents have no employer-employee relationship with Client. Client shall have no liability or responsibility with respect to payment of Federal Insurance Contribution Act (FICA), federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Client furnish or be liable for the provision of any medical or retirement benefits or any paid vacation or sick leave to Lawson or any of its employees.

21. The following Section shall be added to the Agreement as Section 28:

28. Right to Audit. At any time during the term of the Agreement and for a period of four (4) years thereafter, Client or duly authorized audit representative of Client, at its expense and at reasonable times to be mutually agreed upon by the parties, reserves the right to audit Lawson's records relevant to all costs associated with the agreement. If, as the result of an audit performed under this Section, it is found that (i) Lawson has overcharged Client under the terms of the Agreement, then Lawson will promptly refund to Client the amount of such overcharge, or (ii) Client has been undercharged under the terms of the Agreement, then Client will promptly pay to Lawson the remaining amounts due.

22. The following Section shall be added to the Agreement as Section 29:

29. Observance of Client's Rules and Regulations. While performing Services on Client's premises, Lawson agrees that its employees will observe and comply with all laws and regulations pertaining to Client's facilities and the facilities of the member counties of Client, including but not limited to parking and security regulations. In the event that an employee of the Lawson has failed to comply with such laws or regulations, Client shall have the right to require Lawson to remove such employee from any involvement in the Agreement.

23. The following Section shall be added to the Agreement as Section 30:

30. Unlawful Discrimination by Client. In compliance with state and federal law, Client does not unlawfully discriminate in employment, contracts, or any other activity. If any special accommodations are needed for Americans with Disabilities Act (ADA) compliance, Lawson shall promptly notify the Client Project Manager.

24. The following Section shall be added to the Agreement as Section 31:

31. Disclosure of Litigation. In the event that any litigation proceeding of which the Client becomes aware during the term of the Agreement, causes Client to be concerned about (1) Lawson's (or subcontractor's) ability to continue to perform the Agreement in accordance with its terms and conditions, or (2) whether Lawson (or subcontractor) in performing services for Client is engaged in conduct that is similar in nature to conduct alleged in such proceeding, which conduct would constitute a breach of the Agreement or a violation of Texas law, regulations or public policy, Lawson shall be required to provide Client all reasonable assurances requested by Client to demonstrate that:

1. Lawson and/or its subcontractor(s) will be able to continue to perform the Agreement in accordance with its terms and conditions, and
2. Lawson and/or its subcontractor(s) has not and will not engage in conduct in performing services for Client which is similar in nature to the conduct alleged in such proceeding.

Failure by Lawson to comply with the terms of this Section shall constitute a material breach of the Agreement.

25. The following Section shall be added to the Agreement as Section 32:

32. Indemnification for Injury, Property, or Other Damage. Lawson shall be responsible for all damages and/or injury to life and tangible personal property due to, or resulting from, the negligent acts or omissions of Lawson, its employees, agents, and/or subcontractors in connection with this agreement. Lawson agrees to defend and indemnify Client and its respective officers, employees and agents from and against all third party claims, actions and suits and will defend Client and its respective officers, employees and agents, at its own cost and at no cost to Client, in any third party suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to tangible personal property arising out of, or resulting from, the grossly negligent acts of Lawson. These indemnification provisions are for the protection of the Client and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement. The parties will each use reasonable efforts to mitigate their damages.

26. The following Section shall be added to the Agreement as Section 33:

33. Funding Out Clause. Continuation of this Agreement is subject to the availability of funds. If funds to effect continued payment are not available, Client shall have the right to terminate this Agreement without penalty by giving written notice of termination to Lawson. In connection with this Agreement, Client agrees to notify Lawson promptly when it appears certain that the necessary funding or authorizations shall not be obtained. If partial funding sufficient for a clearly separate task or tasks should be made available, the parties may agree to perform their respective obligations relative to such tasks, and this Agreement shall be amended accordingly. This provision should not be construed to allow an excuse from any License fees remaining under the Agreement or for any fees for Services rendered and not yet paid.

27. The following Section shall be added to the Agreement as Section 34:

34. Contract Modifications and Change Orders. Client may, from time to time, request to modify terms of the Agreement or require changes in the scope of the services to be performed under the Agreement. This shall be accomplished using the Project Change Control Process as defined in the Statement of Work. Such modifications or changes, which are mutually agreed upon by and between Client and Lawson, shall be incorporated in written amendment to the Statement of Work.

28. The following Section shall be added to the Agreement as Section 35:

35. Performance Bond.

35.1 General. Lawson shall be required to execute a good and sufficient bond in an amount equal to the cost in the Product Order Form and the SOW as shown in Exhibits A and B, respectively, or otherwise guaranteeing the full and faithful execution of the work and performance of the Agreement in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of the Client. The costs of obtaining, maintaining, and modifying the performance bond as described herein, shall be the responsibility of the Client and shall be designated as a clearly identified line item in the Product Order Form.

35.2 Bond Requirements. The performance bond shall identify the Principal (Lawson) and Surety with the Owner (Client). The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of the Owner will be for informational purposes only. The bond must be separately signed by the Principal and the Surety. The parties executing the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. The bonds must be payable to the Client, and shall be delivered to the designated representative of the Client within thirty (30) calendar days after execution of the Agreement. The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

35.3 Surety Companies. Any performance bond obtained hereunder must be executed by a duly authorized Surety company satisfactory to the Client, which in any event, must be a surety company listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury" and authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. No surety will be accepted by a Participating County who is now in default or delinquent on any bonds or who is interested in any litigation against any Urban County. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

35.4 Modifications. Should the Client exercise any modifications to the Agreement that increase the overall cost of the License or SOW, the Client may elect, subject to Section 35.1, to have the Surety increase the amount of the existing bond or provide a new bond, if applicable. If the client makes such election to increase the amount of the bond then Lawson shall cooperate with Client and take all reasonable steps to assist Client in its effort to increase the amount of the bond.

35.5 Use of Performance Bond. In the event the Agreement is prematurely terminated due to the Lawson's breach and/or non-performance, the Client reserves the right to act on the performance bond, and/or seek monetary damages in accordance with the provisions of the Agreement. In the event civil suit is filed to enforce this provision, the prevailing Party shall be entitled to recover its reasonable attorneys' fees from such action.

35.6 Failure to Acquire Performance Bond. In the event Lawson does not secure and deliver a performance bond to the Client in accordance with the provisions of this Section 35, the Client, at its sole discretion, may immediately terminate the Agreement at no cost to the Client.

35.7 Termination of Performance Bond. If Lawson executes the performance bond as described herein, then upon completion of all milestones in the SOW, the Client will promptly, but in any event not less than thirty (30) days, nor more than sixty (60) days, from the date of completion of the last milestone, take all reasonable steps necessary to terminate the performance bond set forth herein or otherwise release Lawson from any obligations arising under such performance bond.

29. The following Section shall be added to the Agreement as Section 36:

36. **Right of Return**. Client and Lawson desire to complete by August 15, 2006 the inspection, testing and acceptance criteria as described in Section 8.2 of the Statement of Work (the "Criteria"). If on or before August 15, 2006, Lawson and Client are unable to mutually agree on the Criteria, and Client delivers to Lawson (to the attention of Lawson's Corporate Controller) a written notice stating that Client has elected to terminate the Agreement due to the inability to agree on the Criteria, then: (a) the License for the Products shall terminate and be null and void on the date of Lawson's receipt of the Termination Notice, (b) promptly after receipt of the Termination Notice, Client will remove and return the original and all copies of the Products to Lawson, (c) neither Client nor Lawson will have any further obligations regarding the Products or Services and (e) the License, the Statement of Work, any Order Forms and this Agreement shall terminate. The notice shall be effective if faxed to Lawson at ~~insert fax number~~ attention: Corporate Controller or delivered by overnight courier or hand delivery to Lawson, attention: Corporate Controller at the address specified below. If Lawson has not received the Termination Notice, as provided in this Section 36 by the close of business on August 15, 2006 then this Section 36 shall be null and void, but the balance of the Agreement shall remain in full force and effect and Client will pay Lawson all remaining License fees for the Products, when due. Lawson shall not be required to deliver any Third Party-owned Products that are subject to this Section 36, until this Section 36 is null and void.

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Should Client terminate the Agreement in accordance with this Section, Client shall pay to Lawson the Services fees (at Lawson's rates stated in the SOW, less any applicable discount) and Other Expenses incurred in developing the Criteria.

If the parties are unable to agree upon the Criteria by August 15, 2006, they may mutually agree to extend the date to August 31, 2006. Should the parties desire to extend the August 15, 2006 date, then the Client's Purchasing Agent shall have the authority on behalf of Client to agree to any such extension up to August 31, 2006.

30. The following Section shall be added to the Agreement as Section 37:

37. **Criteria Procedure.** Lawson shall deliver the proposed written Criteria to Client on or before 5:00 p.m. CDT August 2, 2006. Client shall have a period of three (3) business days from Lawson's initial delivery of the Criteria to accept or reject the Criteria. Should Client reject the Criteria, Client shall, with reasonable detail, give Lawson the reason for such rejection in writing within such three (3) business day period. Should Client fail to notify Lawson of acceptance or rejection within the three (3) business day period, then the Criteria will be deemed accepted. If Client rejects the Criteria in accordance with this Section, Lawson shall within three (3) business days revise and resubmit the Criteria to Client, and Client will again have three (3) business days to accept or reject the Criteria. This process will continue until (i) Client and Lawson have mutually accepted the Criteria, or (ii) the Agreement is terminated in accordance with Section 36.

For LAWSON SOFTWARE AMERICAS, INC.


(Authorized Signature)

(Printed Name) FRANCIS J. DUNN, JR.
VICE PRESIDENT

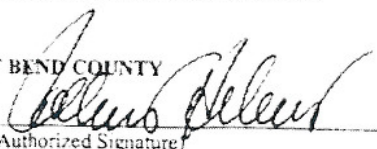
(Title)

(Date) 7/27/2006

380 ST. PETER STREET
ST. PAUL MN 55102

BSC


For FORT BEND COUNTY


(Authorized Signature)

Robert E. Hebert
(Printed Name)

County Judge
(Title)

(Date) 8-1-06

301 Jackson Street
(Client Street Address)

Richmond, TX 77469
(Client City, State, Postal Code)

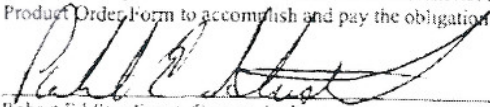
(Client Jurisdiction of Incorporation)

Attest: 

Dianne Wilson, Ph.D., County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$821,388.43 for the License Fee as described in the initial Product Order Form to accomplish and pay the obligation of Fort Bend County in the foregoing matter.


Robert Ed Sturdivant, County Auditor

Approved As To Legal Form:


Asst. County Atty. 
Date

**PRODUCT ORDER FORM
Lawson Software End User Agreement
UNIX/XT ONLY**

This Product Order Form and the separate Master Terms and Conditions signed by the Parties (together, the "Agreement"), is entered into by Lawson Software, Inc. ("Lawson"), a Delaware corporation with principal offices located at 380 St. Peter Street, St. Paul, Minnesota, USA 55102 and the "Client" identified below (collectively "the Parties"), and is effective as of the date signed by Lawson ("Effective Date").

Client Name:	FL Bond County
Address:	307 Jackson Street
City:	Richmond
State/Zip or Province/Postal Code:	Texas 77469
Country:	USA

SECTION 1.6. PRODUCT ORDER FORM DEFINITIONS AND TERMS

- (a) "MUC" means "Maximum Users Concurrent" the maximum number of persons authorized by Client (Users) to be the number of peak simultaneous Users running any on-line program within an application.
- (b) "MUN" means "Maximum Users Named" the maximum number of Users designated by Client
- (c) "MUS" means "Maximum Users Seats" the maximum number of Client Group's workstations on which the Products may be installed
- (d) "MP" means "Maximum Persons" deriving benefit from Client's use of the Human Resources Software (the "HR Software") licensed hereunder. Including but not limited to any individual for whom data is maintained using the HR Software. Persons can include, but is not limited to, full and part-time employees, volunteer, pensioners, temporary workers, seasonal workers, contractors and consultants
- (e) "MS" means "Maximum Servers" the maximum number of hardware platforms on which the Products may be installed. Address, hardware manufacturer and model number, operating system and its release level, media required, and database and its release level on which the Software is to be installed, must be listed in a Product Order Form
- (f) "MCPU" means "Maximum Central Processing Unit"; the maximum number of central processing units which make up the hardware platform(s) on which the Product may be installed
- (g) "MST" means "Maximum Students" the maximum number of students for whom data is processed using the products designated as "MSTD" below
- (h) "LSP" means a Lawson-Supported Product eligible for Support under the Master Terms and Conditions of the Lawson Software End User Agreement
- (i) "LSP-REQD" means a Lawson-Supported Product that must remain under Support if Client is to receive Support for any other Lawson-Supported Products
- (j) "No LS" means a Third Party-owned Product that is not maintained or supported by Lawson (Client may elect to purchase at Client's expense the applicable Third Party available support for the Third Party-owned Products specified in a Product Order Form as "No LS")
- (k) "No LSP/aid" means a Third Party-owned Product that is not maintained or supported by Lawson, but is supported by the Third Party owner during the Initial Support Period free of charge. Client must execute a separate support agreement with the Third Party owner before receiving support. After the initial Support Period, available support would be "Products" means: (a) the software and media described in the Product Order Form for installation (in source code or object code as specified in a Product Order Form), any repairs, replacements, upgrades, updates, enhancements and new releases provided by Lawson to Client under Support or provided by a Third Party to Client, and any copies of that code ("Software"); and (b) all "help" screen or other documentation describing the operation of the Software, which are delivered (in printed or electronic form) with the Software by Lawson or a Third Party, any subsequent updates, supplements and new versions of that documentation provided to Client by Lawson under the Product Warranty or Support or by a Third Party, and any copies of that documentation ("Documentation"). Documentation excludes all advertising, marketing materials, requests for proposal, proposals, demonstration materials and other promotional information
- (m) "O" means object code
- (n) "S" means source code
- (o) The License Term for the Products listed in this Product Order Form is perpetual
- (p) Initial Support Period. If the Lawson-Supported Products listed below are delivered on or between June 1 and February 28, the "Initial Support Period" for those Products will commence on delivery and end on the first May 31st that occurs after delivery. If the Lawson-Supported Products listed below are delivered on or between March 1 and May 31, the "Initial Support Period" for those Products will commence on delivery and end on the first May 31st that occurs more than 11 months after delivery
- (q) Support Fee for Initial Support Period. The annualized Support Fee for the Initial Support Period is: (a) 18% of the net amount of the line item "Lawson License Fee" for each Lawson-Owned Product and (b) the then current fee for Third Party-owned Lawson-Supported Products. The Support Fee for the Initial Support Period will be a pro rata portion of that annualized amount based on the length of the Initial Support Period, and is payable upon receipt of invoice for the Support Fee
- (r) Support Fee for First Annual Renewal of Support. The annualized Support Fee for each Lawson-Owned Product and (b) the then current fee for Third Party-owned Lawson-Supported Products. If Client continues to renew available Support for all Lawson-owned Products under this Product Order Form, annual Support fee increases for such Lawson-owned Products will not exceed 5% per year during years three through five (3-5) after the date of the earliest Product Order Form for those Products
- (s) For any Lawson-Supported Products added to the Agreement on a no charge basis, the annualized Support Fee for the first 12 months of Support of those Products is: (a) 18% of the then current list price for those Lawson-Owned Products and (b) the then current fee for those Third Party-owned Lawson-Supported Products
- (t) If Client and Lawson enter into another Product Order Form to increase the Maximum Use Designations for any Lawson-Supported Products (the "Usage Increases"), a pro rata portion of the annualized Support Fee for the Usage Increases will be payable as of the effective date of the Usage Increase Product Order Form as payment of Support for the Usage Increases
- (u) "ENTP-Product" means a Lawson-owned Product listed in this POF with an "ENTP" Maximum Use Designation
- (v) "UNL" means that the Maximum Use Designation shown as "UNL" for a Lawson-owned Product is unlimited for the purpose of calculating the License fee
- (w) Lawson's Obligation to provide Support. Lawson is obligated to provide Support under this Agreement directly to Client, but not directly to any other Client Group member

SECTION 5.9 - PAYMENT TERMS FOR THIS PRODUCT ORDER FORM

FEES PAYABLE IN US DOLLARS		Lawson License Fee	Third Party License Fee
1. Gross License Fees from Section 2.0:		\$5,767,050.00	\$107,400.00
2. Combined Gross License Fees from Section 2.0:		\$5,368,250.00	
3. Less Discount on License Products in Section 2.0:		\$4,586,250.00	
4. Performance Bond			\$21,389.43
5. Net License Fee Total:		\$4,586,250.00	\$128,789.43
TOTAL FEES PAYABLE			\$4,715,039.43

\$348,200 for Lawson Net License Fees Due September 15, 2006
 \$187,600 for Third Party Net License Fees Due September 15, 2006
 \$348,200 for Lawson Net License Fees Due October 15, 2006
 \$27,389.43 for the Performance Bond Due September 15, 2006

The above fees are payable in United States dollars and do not include Taxes. Client will pay Lawson (for each payment date) the above fees plus applicable taxes (whether or not invoiced by Lawson). Lawson may invoice Client in printed or electronic form. License for Taxes are as such meant.

THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS PRODUCT ORDER FORM.

For LAWSON SOFTWARE, INC.


 (Authorized Signature)

FRANCIS J. DUNN, JR.
 VICE PRESIDENT

(Title) 7/7/2006 (Date)

For FORT BEND COUNTY


 (Authorized Signature)

Robert E. Habert
 (Printed Name)

County Judge 8-1-06
 (Title) (Date)


Attest:



Elaine P. Wilson, P.M.O. County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$471,389.43 to accomplish and pay the obligation of Fort Bend County for supplies on the attached invoice Form


 Robert Ed. Sturtevant, County Auditor

Lawson User ID# 8,300,800,00 107,400.00