

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**AMENDMENT TO INFOR (US), LLC'S SUBSCRIPTION LICENSE
AND SERVICES AGREEMENT**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Infor (US), LLC, ("Infor"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Subscription License and Services Agreement on or about October 23, 2015, (hereinafter collectively referred to as “Agreement”), incorporated by reference as if set forth verbatim. County and Infor desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Infor shall continue to provide Subscription Services as described in Infor's Invoice (P – 419349-US0AB) and the Order Form, incorporated by reference as if set forth verbatim.
2. **Term.** This Agreement shall renew and this Amendment is effective as of November 13, 2021, and shall expire no later than November 12, 2022, unless terminated sooner pursuant to the Agreement.
3. **Limit of Appropriation.** Infor's fees shall be calculated at the rates set forth in the attached Exhibit. The Maximum Compensation for the Subscription Services during the renewal term is Three Hundred Thirty-Seven Two Hundred Ninety and 60/100 dollars (**\$337,290.60**). Unless mutually agreed by the parties pursuant to a written agreement, in no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Infor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Thirty-Seven Two Hundred Ninety and 60/100 dollars (**\$337,290.60**), specifically allocated to fully discharge any and all liabilities County may incur. Infor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Infor may become entitled to and the total maximum sum that County may become liable to pay to Infor shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Thirty-Seven Two Hundred Ninety and 60/100 dollars (**\$337,290.60**).

4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, INFOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Infor verifies Infor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Infor represents pursuant to § 2252.152 of the Texas Government Code, that Infor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
8. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

{Execution Page Follows}

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IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

INFOR (US), LLC

KP George, County Judge


Authorized Agent – Signature

Date

Lindsay Pritchard
Authorized Agent- Printed Name


ATTEST:

Associate General Counsel
Title

Laura Richard, County Clerk

REVIEWED:

January 27, 2022
Date


Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT



Invoice	Invoice Date	Due Date
P - 418349-US0AB	07/20/2021	10/13/2021

Invoice

Bill to: Fort Bend County Auditor
301 Jackson Street
Richmond, TX 77469
USA
Attn: Debbie Ritch, Accounts Payable

Deliver To: Fort Bend County
500 Liberty St.
Richmond, TX 77469
USA
Attn: Server Location

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

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
Infor CloudSuite Public Sector Financials and Procurement Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	
Financial Procurement Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	39,961.59
Infor Lawson Project Accounting Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	7,992.32
Mobile Assets Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Mobile Financials Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Mobile Projects Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Mobile Inventory Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Requisition Center Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	29,971.19
Mobile Requisitions Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Electronic Payment Connector Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Procurement Punchout Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	7,992.32
Procurement Card Self-Service Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Implementation Accelerator for Public Sector ERP	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Lawson System Foundation Subscription	Richmond	PROD	1	16	11/13/2021	11/12/2022	9,990.39
NetExpress App Runtime Subscription	Richmond	PROD	1	30	11/13/2021	11/12/2022	9,990.39



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Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
NetExpress App Runtime Subscription	Richmond	PROD	1	10	11/13/2021	11/12/2022	1,799.28
Infor Process Automation Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	15,984.64
Landmark Technology Runtime Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	
Infor Notifications Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Addins For Microsoft Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	6,193.04
Infor Ming.le Enterprise Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	7,992.32
BV Data Warehouse Designer Subscription (Restricted Use)	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Business Vault (Restricted Use) Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Infor ION PROCESS with Business Vault - Single Tenant - Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	9,990.39
Lawson ION Connector Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Lawson P2P Connectors Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Infor Business Intelligence for Lawson - Subscription	Richmond	PROD	1	60	11/13/2021	11/12/2022	13,986.56
Smart Office Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	9,990.39
Implementation Accelerator for Public Sector ERP	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,998.09
Infor Grant Management Bundle Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	
Grant Management Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	8,332.28
Mobile Grants Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	
Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle Subscript - Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	20,830.69
Design Studio Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	4,166.14
Infor CloudSuite HCM HRM Payroll Subscription ALC	Richmond	PROD	1	3000	11/13/2021	11/12/2022	



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Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
Lawson System Foundation Subscription	Richmond	PROD	1	16	11/13/2021	11/12/2022	5,207.67
NetExpress App Runtime Subscription	Richmond	PROD	1	10	11/13/2021	11/12/2022	1,799.28
NetExpress App Runtime Subscription	Richmond	PROD	1	30	11/13/2021	11/12/2022	5,397.84
Smart Office Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	5,207.67
Human Resources Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	10,415.34
No. American Payroll Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	20,830.69
Employee & Manager Self Service Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	3,124.61
BSI TF US Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	15,623.01
Mobile Employee Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,041.54
Teacher Contract Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	2,083.06
Infor Process Automation Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	6,249.20
Landmark Technology Runtime Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	
Infor Notifications Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,041.54
Addins For Microsoft Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	3,218.22
Infor Ming.le Enterprise Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	5,207.67
Infor ION PROCESS with Business Vault - Single Tenant - Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	5,207.67
Lawson ION Connector Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,041.54
Lawson P2P Connectors Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	1,041.54
Infor Business Intelligence for Lawson - Subscription	Richmond	PROD	1	60	11/13/2021	11/12/2022	6,249.20
Business Vault (Restricted Use) Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	2,083.06
BV Data Warehouse Designer Subscription (Restricted Use)	Richmond	PROD	1	3000	11/13/2021	11/12/2022	2,083.06



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Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
Infor Spreadsheet Designer Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	
Infor Spreadsheet Designer Subscription	Richmond	PROD	1	3000	11/13/2021	11/12/2022	
Infor Storage - Subscription	Richmond	PROD	1	2	11/13/2021	11/12/2022	
TAX(Type RE - TX)							
TAX(Type SS - TX)							

For renewal questions, please contact Wanda Huszar, Subscription Services Manager
Phone: +14705487947
Email: Wanda.Huszar@infor.com

Remit to:

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

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

Net	Tax	Total:
337,290.60	0.00	337,290.60

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: USD 337,290.60

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA
678-319-8000 Federal Tax ID: 84-4312860

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