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

THIS FIFTH AMENDMENT (“Fifth 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; and as amended on or about January 5, 2021, February 1, 2022, May 10, 2022, and October 11, 2022 (collectively referred to as the “Agreement”), and incorporated fully by reference for all purposes as if set forth verbatim below; and

NOW, THEREFORE County and Infor desire to amend said Agreement as set forth below:

## I. Amendments

1. **Scope of Services.** Infor will provide software and/or subscription services as described in Infor's Order Form (Quote ID: SQB395141\_2) and Multi-Year Commitment Renewal Form (Subscription Services), attached as Exhibit "1" and incorporated fully by reference. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Fifth Amendment, the sufficiency of which is acknowledged by the parties.
2. **Term.** The Agreement shall renew and this Fifth Amendment is effective as of November 13, 2023, and shall expire no later than November 12, 2026, unless terminated sooner pursuant to this Agreement. Neither the Agreement nor this Fifth Amendment shall automatically renew, but may renew upon written agreement of the parties.
3. **User/License Definition for Employees.** As of March 31<sup>st</sup> of each calendar year, during the term of this Fifth Amendment, the County will provide to Infor the total number of County Employees. If the actual number of County Employees as of March 31<sup>st</sup> is in excess of the specified licensed quantity of Employees as of March 31<sup>st</sup>, the County will execute a contract amendment with Infor to purchase additional licenses corresponding to such excess amount. Payment for any additional license(s) may be budgeted and paid by the County in the County's next fiscal year following the Reporting Date.

For licensing purposes, the License Methodology for the License Methodology Code “EM” (Employee) will not include any County Election Workers. A County Election worker is defined as an individual who only performs services for Fort Bend County at polling locations in connection with national state or local elections. County

Election Workers are not employees of the County, and are not eligible for any County benefits, except those required by law. Further, during the term of this Fifth Amendment, for the License Methodology Code "EM," terminated County employees will be calculated at a rate of 10% as of March 31<sup>st</sup>. For example, if there are 600 County Employees who terminated their employment between March 31, 2023-March 30, 2024, then only 60 employees will be counted as County Employees for license quantity purposes when the County reports the total number of County Employees to Infor as of March 31, 2024.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoices. Infor may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). If County disputes charges related to the invoice submitted by Infor, County shall notify Infor no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Fifth Amendment, Fort Bend County shall notify all necessary parties that this Fifth Amendment shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
5. **Limit of Appropriation.** Infor's fees shall be calculated at the rates set forth in the attached Exhibit 1. Except as provided by a contract amendment in § 3 above, the Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit 1 is One Million, Four Hundred Forty-Seven Thousand, Six Hundred Ninety dollars and 92/100 (\$1,447,690.92). In no case shall the amount paid by County under this Fifth Amendment exceed this Maximum Compensation without an approved change order. Infor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Fifth Amendment, that County shall have available the total maximum sum of One Million, Four Hundred Forty-Seven Thousand, Six Hundred Ninety dollars and 92/100 (\$1,447,690.92), specifically allocated to fully discharge any and all liabilities County may incur concerning this Fifth Amendment. Except as provided by a contract amendment in § 3 above, Infor does further understand and agree, said understanding and agreement also being of the absolute essence of this Fifth Amendment, 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 One Million, Four Hundred Forty-Seven Thousand, Six Hundred Ninety Dollars and 92/100 (\$1,447,690.92). In no event will the amount paid by the County for all software and/or subscription services under this Fifth Amendment exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For

purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Infor hereby verifies that Infor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Fifth Amendment has a value of \$100,000.00 or more, Infor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Fifth Amendment has a value of \$100,000.00 or more, Infor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Fifth Amendment has a value of \$100,000.00 or more, Infor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
7. **Public Information Act and Open Meetings Act.** Infor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Fifth Amendment to the contrary, County will make any information related to the Fifth Amendment, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Infor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. Neither the terms and conditions of the Agreement nor this Fifth Amendment are proprietary or confidential information.

Infor expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any

provision in this Fifth Amendment to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement and this Fifth Amendment.

8. **Use of Customer Name.** Infor may use County's name without County's prior written consent only in any of Infor's customer lists, any other use must be approved in advance by County.
9. **Applicable Law; Arbitration; Attorney Fees; Taxes; Liquidated Damages.** The laws of the State of Texas govern all disputes arising out of or relating to this Fifth Amendment. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Fifth Amendment and waive the right to sue or be sued elsewhere. Nothing in this Fifth Amendment shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Fifth Amendment to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Infor in any way associated with this Fifth Amendment. The County does not agree to pay any liquidated damages, and any provision requiring the County to pay liquidated damages is struck from Exhibit 1.
10. **Remote Access.** If Infor requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Infor is granted remote access to County Systems:
  - (A). Infor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
  - (B). Infor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Infor will not access County Systems via unauthorized methods.
  - (C). Infor's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
  - (D). Remote access is restricted only to County Systems necessary for Infor to provide product and/or services to County pursuant to the Agreement and this Fifth Amendment.
  - (E). Infor will allow only its Workforce approved in advance by County to access County Systems. Infor will promptly notify County whenever an individual member of Infor's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Infor will keep a log of access when its Workforce remotely accesses County Systems. Infor will supply County with evidence of access logs concerning remote access to County Systems upon written

request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- (F). If any member(s) of Infor's Workforce is provided with remote access to County Systems, then Infor's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Infor to comply with this Section may result in Infor and/or Infor' Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Infor, is under the direct control of Infor, whether or not they are paid by Infor and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

- 11. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 12. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict. In the event of a conflict between this Fifth Amendment and Infor's Order Form (Quote ID: SQB395141\_2) and Multi-Year Commitment Renewal Form (Subscription Services), this Fifth Amendment controls to the extent of the conflict.
- 13. **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.
- 14. **Severability.** If any provision of this Fifth Amendment is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Fifth Amendment for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Fifth 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 Fifth 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**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

*Robyn Doughtie*  
\_\_\_\_\_  
Information Technology Department

**INFOR (US), LLC**

*Michelle Grant*  
\_\_\_\_\_  
Authorized Agent – Signature

Michelle Grant  
\_\_\_\_\_  
Authorized Agent- Printed Name

Senior Director  
\_\_\_\_\_  
Title

11/13/2023  
\_\_\_\_\_  
Date

#### **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 Fifth Amendment.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit 1: Infor's Order Form (Quote ID: SQB395141\_2) and Multi-Year Commitment Renewal Form (Subscription Services)

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# EXHIBIT 1



## Order Form

Agreement ID: ICMOF\_126610  
Opportunity ID: OP-04469138  
Quote ID: SQB395141\_2

Infor Entity ("Infor"):  
Customer ("Customer" or "Licensee"):  
SaaS Agreement Name:  
AGREEMENT  
SaaS Agreement Effective Date:

Infor (US), LLC  
Fort Bend County  
SUBSCRIPTION LICENSE AND SERVICES  
October 23, 2015

This Order Form is subject to the terms of the SaaS Agreement between the parties. All terms of the SaaS Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the SaaS Agreement. Capitalized terms not defined in this Order Form are defined in the SaaS Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the SaaS Agreement, the parties shall apply terms logically.

Effective date of this Order Form (the "Order Form Date") shall be the last date that this Order Form is executed either by Customer or Infor, unless otherwise stated.

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

For: Infor (US), LLC

For: Fort Bend County

(Infor)

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Michelle Grant

Typed or Printed Name

Title

Senior Director

Title

Signature Date

11/13/2023

Signature Date



**Order Form**

Agreement ID: ICMOF\_126610  
Opportunity ID: OP-04469138  
Quote ID: SQB395141\_2

Customer: Fort Bend County  
GL ID: US0AB  
Customer Account ID: 6237-L  
Account Executive: Linda Luburich

**I. Software**

New or Additional Software

Line	Location	Product Description	Use Restriction	Support Level
1	PROD:Richmond	Infor CloudSuite Corporate Lawson FinPro	412 Employee	CXTP
2	PROD:Richmond	Infor Grant Management Bundle - SaaS ST	412 Employee	CXTP
3	PROD:Richmond	Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle SaaS	412 Employee	CXTP
4	PROD:Richmond	Design Studio - SaaS ST	412 Employee	CXTP
5	PROD:Richmond	Infor HRM Payroll for Infor OS - SaaS ST	412 Employee	CXTP
6	PROD:Richmond	BSI TF US - SaaS MT	412 Employee	CXT

Initial Subscription Term: November 13, 2023, through November 12, 2026

Fee for Initial Subscription Term: \$216,824.95

Line	Annual Subscription Fee	Year(s) of Initial Subscription Term
1	\$ 65,506.03	1
2	\$ 72,056.63	2
3	\$ 79,262.29	3

**II. Fees and Payment Terms**

Total Amount Due (before applicable taxes): \$216,824.95

Currency: US (Dollar)

The Total Amount Due shall be paid in the following Installments

Invoice Amount (before applicable taxes)	Invoice Date	Invoice Due Date	Subscription Term
\$ 65,506.03	November 15, 2023	November 30, 2023	November 13, 2023, through November 12, 2024
\$ 72,056.63	October 01, 2024	October 15, 2024	November 13, 2024, through November 12, 2025
\$ 79,262.29	October 01, 2025	October 15, 2025	November 13, 2025, through November 12, 2026

Primary-Use Address	Invoice Address
Fort Bend County 301 Jackson St Richmond TX USA 77469	Fort Bend County 301 Jackson St Richmond TX USA 77469
Saira Nuzhat Enterprise Systems Manager  (346) 481-6076 itinforsupport@fortbendcountytexas.gov	Robyn Doughtie Director of Information Technology & CIO  281-341-4570 IT_Invoices@fortbendcountytexas.gov

**III. Additional Terms**

1. User/License Definitions if specified in the User Restriction field can be found at <https://licensedefinitions.infor.com/>
2. Support Level Definitions:  
 "CXT" = Infor Essential (24x5); "CXTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program  
 Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>
3. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
4. Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.
5. In consideration for the pricing and terms under this order form, Infor may refer to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.
6. Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Software hosted in a multi-tenant environment).
7. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.

The Service Level Agreement can be found at: [Infor service level description | Infor](#)

The Information Security Plan can be found at: <https://www.infor.com/security-plan>

The Data Protection Addendum ("DPA") for Infor SaaS Customers v.05.2023, as amended from time to time and located at [Data Protection Addendum for Infor US SaaS Customers](#) is hereby incorporated by reference with the same force and effect as though fully set forth herein. The Parties agree that signatures to the Order Form are deemed signatures to the DPA and the Standard Contractual Clauses (if applicable). The foregoing DPA will not apply to the extent Customer has separately executed a DPA with Infor.

8. \*\*For the purpose of clarification, the customer will be committed to a Renewal Term of three (3) years from November 13, 2023, through November 12, 2026, with a total employee count of 3,412. The total fee of this commitment is estimated to be \$1,447,690.80 before applicable tax. This total amount is expected to be paid in the following installments:

Invoice Amount (before applicable taxes)	Invoice Date	Invoice Due Date	Subscription Term
\$437,368.85	November 15, 2023	November 30, 2023	November 13, 2023, through November 12, 2024
\$481,105.75	October 01, 2024	October 15, 2024	November 13, 2024, through November 12, 2025
\$529,216.32	October 01, 2025	October 15, 2025	November 13, 2025, through November 12, 2026

\*\*The above only reflects the customers commitment and total spend after execution of this Order form and the Multi-Year Commitment Renewal Form (Subscription Services).



## MULTI-YEAR COMMITMENT RENEWAL FORM (SUBSCRIPTION SERVICES)

This Multi-Year Commitment Renewal Form (the "Renewal Form") is subject to the terms of the Subscription License and Services Agreement or the Software as a Service Agreement, as applicable, between Fort Bend County ("Infor") and Infor (US), LLC ("Licensee" or "Customer") with an Effective Date of October 23, 2015 (the "Agreement"). Pursuant to this Renewal Form, the parties are modifying and renewing Subscription Services that were ordered pursuant to certain Order Forms between the parties (the "Order Form(s)"). This Renewal Form shall replace relevant terms of such Order Form(s), and shall define the Subscription Software and Subscription Services, for the Committed Renewal Term set forth below. All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Renewal Form control over the terms of the Agreement and any Order Form(s).

Capitalized terms not defined in this Renewal Form are defined in the Agreement. In the event the capitalized terms in this Renewal Form differ from the terminology used in the Agreement, references herein to: "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Programs or Licensed Programs; "Support" may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction

**Effective Date:** The date of counter signature by Infor

### The parties agree as follows:

- Any terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement.
- The parties agree that the Renewal Term shall be extended from 12 months to 36 months ("Committed Renewal Term"). The Committed Renewal Term is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate the Subscription Services or the right to access the Subscription Software prior to the end of such Committed Renewal Term. If Licensee fails to pay Infor any portion of the Subscription Fee for the Committed Renewal Term when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Subscription Fee for the Committed Renewal Term, as increased by the Annual Escalation Percentage Cap, less any portion of the Subscription Fee for the Committed Renewal Term previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide access to the Subscription Software or the Subscription Services, and the Licensee shall remain fully obligated to pay the Damages.
- The Committed Renewal Term applies to access to the Subscription Software set out below and the related Subscription Services:

-	Part #	Subscription	License Restriction Quantity *	Type	Support Plan **
1	BPP-S-LMRK-NR	Landmark Technology Runtime - SaaS ST	3000	EM	CXTP
2	BPP-S-LMRK-NR	Landmark Technology Runtime - SaaS ST	3000	EM	CXTP
3	BPP-S-LSFA	Lawson System Foundation - SaaS ST	16	AECU	CXTP
4	BPP-S-LSFA	Lawson System Foundation - SaaS ST	16	AECU	CXTP
5	BPP-S-MNXSUB	NetExpress App Runtime - SaaS	40	CU	CXTP

6	BPP-S-MVXSU	MF COBOL Server Application Runtime - SaaS - Windows	40	CU	CXTP
7	BPP-S-NOTIFY	Infor Notifications - SaaS ST	3000	EM	CXTP
8	BPP-S-PALSU	Infor Process Automation - SaaS ST	3000	EM	CXTP
9	BPP-S-PALSU	Infor Process Automation - SaaS ST	3000	EM	CXTP
10	BPP-S-XMLTSU	Design Studio - SaaS ST	3000	EM	CXTP
11	EPM-S-BI-LWS	Infor Business Intelligence for Lawson - SaaS	20	NU	CXTP
12	EPM-S-BVRU	Business Vault (Restricted Use) - SaaS	3000	CSLU	CXTP
13	EPM-S-DWDRU	BV Data Warehouse Designer - SaaS (Restricted Use)	3000	EM	CXTP
14	HRM-S-APAYNOS	Infor HRM Payroll for Infor OS - SaaS ST	3000	EM	CXTP
15	HRM-S-BSIF	BSI TF US - SaaS MT	3000	EM	CXT
16	HRM-S-HRCOSU	Teacher Contract - SaaS ST	3000	EM	CXTP
17	HRM-S-HUMSU1	Human Resources - SaaS ST	3000	EM	CXTP
18	HRM-S-MOBEMP	Mobile Employee - SaaS ST	3000	EM	CXTP
19	HRM-S-PYNASU1	No. American Payroll - SaaS ST	3000	EM	CXTP
20	HRM-S-SHRSU1	Employee & Manager Self Service - SaaS ST	3000	EM	CXTP
21	ION-S-AI	Infor OS - Artificial Intelligence - SaaS MT	240	TECH	CXTP
22	ION-S-CORE	Infor OS Platform Core - SaaS MT	1	CSLU	CXTP
23	ION-S-DA	Infor OS - Digital Assistant - SaaS MT	100	TECH	CXTP
24	ION-S-DATALAKE-RTB	Infor OS - Storage Capacity - SaaS MT	2	TECH	CXTP
25	ION-S-DF	Infor OS - Data Fabric - SaaS MT	20	TECH	CXTP
26	ION-S-DM	Infor OS - Document Management - SaaS MT	15000	TECH	CXTP
27	ION-S-EGRESS	Infor OS - Cloud Egress - SaaS MT	3	TECH	CXTP
28	ION-S-ESSENTLS-CE	Infor OS Essentials - SaaS MT	1	TECH	CXTP
29	ION-S-GATEWAY	Infor OS - API Gateway - SaaS MT	250000	TECH	CXTP
30	ION-S-INTEG	Infor OS - Integration Add-on - SaaS MT	350	TECH	CXTP
31	ION-S-PAAS	Infor OS - Platform as a Service - SaaS MT	400	TECH	CXTP

32	ION-S-PLTFM-EMBED	Infor OS Core (ION, Ming.le, IDM) for SaaS MT	3000	CSLU	CXTP
33	ION-S-PLTFM-EMBED	Infor OS Core (ION, Ming.le, IDM) for SaaS MT	3000	CSLU	CXTP
34	ION-S-PORTAL	Infor OS - User Management - SaaS MT	15000	TECH	CXTP
35	ION-S-SCRIPT	Infor OS - Scripting - SaaS MT	50	TECH	CXTP
36	ION-S-STORAGE	Infor Storage	2000	1.0GB	CXTP
37	ION-S-STREAMING	Infor OS - Data Fabric Streaming Data Ingestion - SaaS MT	6	TECH	CXTP
38	LCL-S-GFC	Infor Global Financial Controller - SaaS MT	2	MILUNIT	CXTP
39	S3F-S-CSCFPRONOS	Infor CloudSuite Corporate Lawson FinPro	3000	EM	CXTP
40	S3F-S-FINPSU	Financial Procurement - SaaS ST	3000	EM	CXTP
41	S3F-S-GMPMOB	Infor Grant Management Bundle - SaaS ST	3000	EM	CXTP
42	S3F-S-GMPSPU	Grant Management Package - SaaS ST	3000	EM	CXTP
43	S3F-S-MOBAC	Mobile Projects - SaaS ST	3000	EM	CXTP
44	S3F-S-MOBAM	Mobile Assets - SaaS ST	3000	EM	CXTP
45	S3F-S-MOBFIN	Mobile Financials - SaaS ST	3000	EM	CXTP
46	S3F-S-MOBGM	Mobile Grants - SaaS ST	3000	EM	CXTP
47	S3F-S-MRBSU	Project Invoicing & Revenue - SaaS ST	3000	EM	CXTP
48	S3O-S-S3901C	Lawson P2P Connectors - SaaS	3000	EM	CXTP
49	S3O-S-S3IONC	Infor Lawson ION Connector - SaaS ST	3000	EM	CXTP
50	S3S-S-EPPSU	Procurement Punchout - SaaS	3000	EM	CXTP
51	S3S-S-MOBIC	Mobile Inventory - SaaS	3000	EM	CXTP
52	S3S-S-MOBRQSU	Mobile Requisitions - SaaS	3000	EM	CXTP
53	S3S-S-PCSSSU	Procurement Card Self-Service - SaaS	3000	EM	CXTP
54	S3S-S-RQC	Requisition Center - SaaS ST	3000	EM	CXTP
55	S3S-S-S3EPC	Electronic Payment Connector - SaaS	3000	EM	CXTP

56	S3S-S-SRM	Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle SaaS	3000	EM	CXTP
57	TAM-S-SFTP-LTD-USE	Infor HR Talent SFTP Limited Use for ST CS FSM	1	ET	ZZZZ
58	TAM-S-SFTP-LTD-USE	Infor HR Talent SFTP Limited Use for ST CS FSM	1	ET	ZZZZ
59	UPP-S-MOASU	Addins For Microsoft - SaaS	3000	EM	CXTP
60	UPP-S-MOASU	Addins For Microsoft - SaaS	3000	EM	CXTP

For the purpose of the definitions below, Product, Component System and Subscription Software may be used interchangeably.

\* If specified in the License Restriction field:

EU - "End Users" means Licensee's current (i.e. non-terminated) full-time, part-time, or seasonal employees, consultants or contractors who either (i) use the Component System directly or (ii) whose records, schedules, or related data are processed by the Component System. CU - "Concurrent Users" allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System. NU - "Named Users" allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time. The Licensee agrees to assign to each Named and Concurrent User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user. CC - "Concurrent Connections" is the means by which the Component System is accessed by users up to the stated maximum number of individual connections simultaneously logged on to any or all of the Component Systems at any given point in time, irrespective as to whether or not any such connection is actually using resources related to the Component System. SV - "Server" means the Component System is licensed to each specific physical hardware server on which the component system is installed or utilised, and Quantity is the maximum number of servers permitted under the License. SI - "Site" means a single, independently managed, (i) Licensee-owned operating facility located at a specific physical address or (ii) a separate legal entity, to which the Component System has also been licensed in the Agreement, at the same physical address; for which Licensee utilises the Component System to process information for that single site or entity. An operating facility may include, but is not limited to, a manufacturing plant, warehouse distribution site, data centre site, or central office.

"CXT" = Infor Essential (24X5)/ "CXTP" = Infor Premium (24x7)/"CXTE"= Infor Customer Success Plus program

\*Support Level for Subscription Software: "CXT" = Infor Essential (24X5); "CXTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>

"CPRE" = Infor Premium (24x7) and CareFor Support Descriptions of these plans can be found at <http://www.infor.com/cloud/MTsubscription/>

#### **4. Committed Renewal Term and Subscription Fees**

**Committed Renewal Term:** November 13, 2023 to November 12, 2026

**Total Fee for Committed Renewal Term:** \$1,230,865.98

**Currency:** USD

#### **5. Payment Terms**

**Payment Schedule:**

\$371,862.83 (plus applicable taxes) is payable on or before November 30, 2023

\$409,049.12 (plus applicable taxes) is payable on or before October 15, 2024

\$449,954.03 (plus applicable taxes) is payable on or before October 15, 2025

Licensee shall pay all invoices within 15 days of the date of the invoice.

Invoice Address: 301 Jackson Street

Richmond, TX 77469

Contact Email: [IT\\_Invoices@fortbendcountytexas.gov](mailto:IT_Invoices@fortbendcountytexas.gov)

Contact Title: Director of Information Technology & CIO

Contact name: Robyn Doughtie

Account ID: 6237-L

Contact Tel : 281-341-4570

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

**The foregoing terms and conditions are agreed by the following authorized representatives of the parties:**

**Infor (US), LLC**

Signature

*Michelle Grant*

**Fort Bend County**

Signature

Name: Michelle Grant

Name:

Title: Senior Director

Title:

Date: 11/13/2023

Date: