

**ADDENDUM TO INFOR SOFTWARE SERVICES AGREEMENT  
FOR HYLAND AP INTEGRATION ASSISTANCE**

THIS ADDENDUM ("Addendum") 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), Inc., a company authorized to conduct business in the State of Texas.

WHEREAS, County and Infor previously executed the Master Terms and Conditions ("Agreement"), effective August 1, 2006 attached hereto as "Exhibit A" and incorporated by reference;

WHEREAS, County desires that Infor provide consulting services related to Infor Lawson consulting services related to integration between Infor and Hyland OnBase ("Services") as provided by the Services Work Order ("SWO") attached hereto as "Exhibit B" and incorporated by reference; and

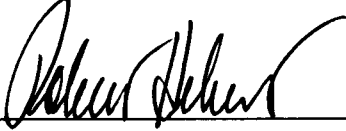
WHEREAS, the following changes are incorporated as if a part of the SWO:

1. **Scope of Services.** Infor shall render Services to County as defined in the Service Work Order ("Exhibit B").
2. **Personnel.** Infor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Addendum and that Infor shall furnish and maintain, at its own expense, adequate and sufficient personnel to perform the Scope of Services when and as required and without delays. All employees of Infor shall have such knowledge and experience as will enable them to perform the duties assigned to them.
3. **Time of Performance.** The time for performance of the Scope of Services by Infor shall begin with receipt of the Notice to Proceed from County and end no later than ninety (90) days thereafter. Infor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Addendum, Fort Bend County shall notify all necessary parties that this Addendum 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.
5. **Arbitration.** County does not agree to submit disputes arising out of the Addendum to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
6. **Texas Government Code Section 2251.152 Acknowledgment.** By signature below, Infor represents pursuant to Section 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 Section 806.051, Section 807.051 or Section 2253.153.
7. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

8. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

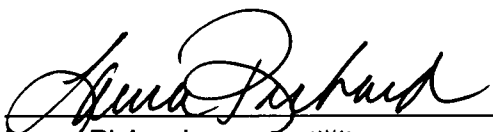
IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge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

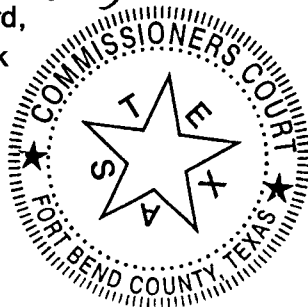
FORT BEND COUNTY

  
\_\_\_\_\_  
Robert Hebert,  
County Judge

4-10-2018  
\_\_\_\_\_  
Date

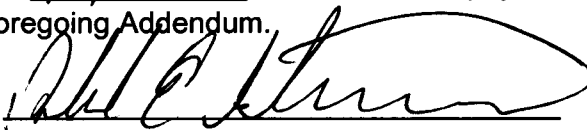
ATTEST:

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



**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 14,400.00 are available to pay the obligation of Fort Bend County within the foregoing Addendum.

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

INFOR (US), INC.

  
\_\_\_\_\_  
Authorized Agent - Signature

Lindsay Pritchard  
\_\_\_\_\_  
Authorized Agent- Printed Name

Associate General Counsel

Title  
\_\_\_\_\_  
Title

March 26, 2018  
\_\_\_\_\_  
Date

Date

# **Exhibit A**

**CONFIDENTIAL INFORMATION HAS BEEN REMOVED**

**(Pages 4 – 8)**

**PLEASE CALL 281-341-8640**

**WITH ANY QUESTIONS.**

# **Exhibit B**

## Services Work Order

This Time and Materials Services Work Order ("Work Order" or "Order" or "SWO") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Master Terms and Conditions) between Infor (US), Inc. ("Infor") and Fort Bend County ("Licensee") with an Effective Date of 08/01/2006 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

**Effective Date of Work Order:** date of final signature below

**Work Order Number:** AGR.38118

**Prepared by:** Matt Boucher

**Project Name:** Fort Bend County - SWO - Hyland AP Integration Assistance

### **Description of Services to be Provided**

Licensee is in progress of developing data export files and an automated routine to bring data from their Hyland Intelligent Capture for AP (ICAP) scanning solution for ingestion into Lawson standard programs. The invoice data brought in from ICAP will be from both PO and Non-PO based invoices. Licensee is developing a detailed line-item matching solution for invoices against purchase orders.

ICS will provide a functional Lawson resource to provide guidance and expertise on which standard Lawson financial or supply chain forms to leverage for matching invoices against POs. ICS will also provide expertise on how best to format the files for automated processing, such as file formats, job parameters, special characters, etc.

### **General Assumptions and Obligations**

1. Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.
2. Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.
3. For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

### **Other Project Assumptions and Obligations**

1. Scope does not include services for non-standard Lawson forms.
2. Licensee will perform all data mapping activities.
3. Licensee will be responsible for all changes to the ICAP data files and associated routines to generate them.

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
Consultant, Sr.	64.00	225.00	14,400.00

<b>Grand Total</b>	<b>14,400.00</b>
<b>Currency</b>	<b>US Dollar</b>

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **4/20/2018**.

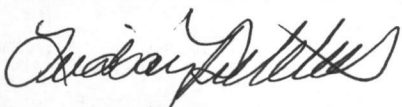
Estimated time and costs listed in this Order represent an estimate only, and actual project time and cost may vary from the estimates provided. All Services are provided on a time and materials basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a semi-monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice. This payment obligation is non-cancelable and the amounts paid are non-refundable. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. Travel time to and from Licensee's site will be billed at \$90 per hour. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

**Locations:**

Services may be provided at the facilities of Infor or its contractors, or at the Licensee sites listed below.

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

Infor (US), Inc.	Fort Bend County
Signature: 	Signature:
Printed Name: Lindsay Pritchard	Printed Name:
Title: Associate General Counsel	Title:
Address: 13560 Morris Road Alpharetta GA 30004 USA	Address: 500 Liberty Street Rosenberg TX 77469 United States
Signed Date: March 26, 2018	Signed Date:
	Purchase Order Number:

<b>Invoice Mailing Address if different from above:</b>	
Company Name:	
Contact Name:	
Address:	
Phone:	
Email Address:	
<b>INTERNAL USE ONLY</b>	
Primary Product: S3 Supply Chain Products	ICS Approval ID: AGR.38118
Existing Project ID:	Existing Project Manager:
Opportunity ID: OP-04043369	Internal ID:

<b>The hours and rates listed aside the resource role(s) in the table below represent the "Resource Model" and estimated fees for this Work Order. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor will offer, via the change order process, alternative resource role(s) as applicable to meet the revised requirements and/or schedule. Alternate role(s) will be charged at the hourly rate aligned with those roles listed in the table below.</b>	
Consultant, Assoc.	175.00
Consultant	230.00
Consultant, Sr.	225.00
Consultant, Pr.	265.00
Consultant, Sr. Pr.	275.00
Solution Architect	265.00
Project Manager, Assoc.	265.00
Project Manager	280.00
Project Director	325.00
Project Director, Sr.	365.00
COE Consultant Offshore	75.00
COE Sr Consultant Offshore	120.00
COE Pr Consultant Offshore	130.00
COE Project Admin Offshore	60.00
COE Project Manager Offshore	120.00
COE Project Director Offshore	125.00



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Infor (US), Inc.  
Alpharetta, GA United States

**Certificate Number:**  
2018-328272

**Date Filed:**  
03/21/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**Date Acknowledged:**  
04/10/2018

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

22336  
INFOR HYLAND AP INTEGRATION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)