

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

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

THIS THIRD AMENDMENT ("Third 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, and amended again on or about February 1, 2022, (collectively the "Agreement"), 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 shall provide additional product and/or services as described in Infor's Order Form, attached as Exhibit "I" and incorporated fully by reference.
2. **Term.** This Third Amendment is effective upon execution of both parties, and shall expire no later than November 12, 2022, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Infor's fees shall be calculated at the rates set forth in the attached Exhibit I. The Maximum Compensation for the performance of services, concerning this Third Amendment, within the Scope of Services as described in Exhibit I is \$0.00. In no case shall the amount paid by County under this Third Amendment 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 \$0.00, 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 Third 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 \$0.00.
4. **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

05/12/2022 Original (e) sent to Olivia Rios / Krystle Sanchez, Purchasing

05/23/2022 Original (e) sent to Olivia Rios / Krystle Sanchez, Purchasing

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 Agreement 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 Agreement 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 Agreement 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.
5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
8. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Third 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 Third 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**

  
County Judge KP George  
 KP George, County Judge

**INFOR (US), LLC.**

DocuSigned by:  
  
BF739807DC304A4...  
 Authorized Agent – Signature

May 10, 2022  
 Date



ATTEST:

  
 Laura Richard, County Clerk

Mary McCrayer

Authorized Agent- Printed Name

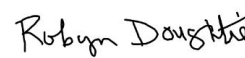
Senior Manager

Title

19 April 2022 | 17:01:46 EDT

Date

REVIEWED:

  
 Information Technology Office

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.


  
 Robert Ed Sturdivant, County Auditor

Exhibit I: Infor's Order Form.

# EXHIBIT I



## ORDER FORM

This Order Form is subject to the terms of the Subscription License and Services Agreement between Infor (US), LLC ("Infor") and Fort Bend County ("Customer" or "Licensee") with an effective date of October 23, 2015 (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Customer" and "Licensee" shall have the same meaning and may be used interchangeably; "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; 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.

### I. Subscription Software – PROD: Richmond

I(a) Subscription Software – Exchanging from:

	Part # (if applicable)	Subscription Software	License Restriction* Quantity	Type	Support level**
1	S3F-S-CSPSPRO	Infor CloudSuite Public Sector Financials and Procurement Subscription	3,000	EM	CXTP
2	HRM-S-CSAPAY	Infor CloudSuite HCM HRM Payroll Subscription ALC	3,000	EM	CXTP

The Subscription Software in table I(a) are herein referred to as the "Current Subscription Software".

I(b). Subscription Software – Exchanging to:

	Part # (if applicable)	Subscription Software	License Restriction* Quantity	Type	Support level**
1	S3F-S-CSCFPRONOS	Infor CloudSuite Corporate Lawson FinPro	3,000	EM	CXTP
2	HRM-S-APAYNOS	Infor HRM Payroll for Infor OS - SaaS ST	3,000	EM	CXTP
3	ION-S-ESSENTLS-CE	Infor OS Essentials - SaaS MT	1	TECH	CXTP
4	ION-S-STORAGE	Infor Storage	2	1.0TB	CXTP

The Subscription Software in table I(b) are herein referred to as the "New Subscription Software".

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

\*If specified in the User/License Restriction field:

**"1.0TB" = Terabyte** - Represents the number of Storage capacity in Terabytes

**"EM" = Employee** - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity). For licensing purposes, former employees and independent contractors of Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an "Anniversary"), Licensee will provide detail regarding the total number of Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.

**"TECH" = Tech Platform** - Allows use of the Infor OS platform technology up to the usage limits for the corresponding service tier (Essentials, Professional, Enterprise) as set forth in the Infor OS Service Limits at [https://docs.infor.com/inforos/12.0.x/en-us/usagelimits\\_1\\_0/default.html](https://docs.infor.com/inforos/12.0.x/en-us/usagelimits_1_0/default.html). Use in excess of any usage limit requires a subscription to the appropriate tier or a subscription for an additional quantity of permitted use where applicable.

**\*\*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/>

**II. Subscription Term and Subscription Fees**

Annual Subscription Fees for the Current Subscription Software are hereby transferred to the New Subscription Software. Customer acknowledges that it has committed to a Subscription Term for the Current Subscription Software and such commitment shall also transfer to the New Subscription Software.

**III. Fees and Payment Terms**

<b>Total Amount Due (before applicable taxes):</b>	<b>\$0.00</b>
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<b>Payment Terms:</b>	All amounts are in US Dollars unless otherwise specified.
N/A	<b>Currency: USD</b>

Licensee Account ID: 6237-L
Infor GL ID: US0AB
Account Executive Name: Matthew Dey

<b>Delivery Address:</b>	<b>Invoice Address:</b>
Fort Bend County 500 Liberty St. Richmond, TX 77469 USA	Fort Bend County Auditor 301 Jackson Street Richmond, TX 77469 USA
Contact Name: Robyn Doughtie	Contact Name: Amanda Ford, Accounts Payable
Contact Phone: (281) 341-4574	Contact Phone: (281) 341-3767
Contact email: Robyn.Doughtie@fortbendcountytexas.gov	Contact email: Amanda.Ford2@fortbendcountytexas.gov

**VI. Additional Terms**

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 Subscription Software hosted in a multi-tenant environment).

Exhibit 1 – Service Level Description is attached to and made a part of this Order Form.

In consideration for the pricing and terms under this order form, Infor may make reference to Licensee as a customer in press releases and written and verbal communications. Licensee agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

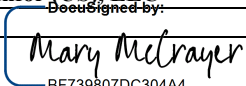
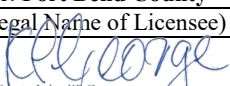
The Mobile Application Supplement is incorporated herein (the "Mobile Application Supplement") and sets forth additional terms and conditions applicable to Customer's access to and use of the Mobile Application Subscription Software licensed herein. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Subscription Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement, the provisions of the Mobile Application Supplement shall govern and control. The Mobile Application Supplement can be found at: <https://go.infor.com/mobile-application-supplement-on-saas/>.

It is Customer's desire and intent to exchange its Current Subscription Software set forth above for the New Subscription Software set forth above. Customer shall cease using the Current Subscription Software at the earlier of (i) Customer's use of the New Subscription Software in a production environment or (ii) one year from Order Form Date. Customer may not use the Current Subscription Software and the New Subscription Software in a production environment at the same time.

19 April 2022 | 17:01:46 EDT

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date")

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

For: <b>Infor (US), LLC</b> <small>Deauthorized by:</small>	For: <b>Fort Bend County</b>
 <small>BF739807DC304A4...</small>	 <small>County Judge KP George</small>
Signature	Signature
Mary McCrayer	KP George
Typed or Printed Name	Typed or Printed Name
Senior Manager	County Judge
Title	Title
19 April 2022   17:01:46 EDT	May 23, 2022 <small>Approved by Commissioners Court on May 10, 2022</small>
Date	Date

**Exhibit 1 to SaaS Order Form****Service Level Description**

**Infrastructure** - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Customer's data is replicated on a regular basis.

**Technical Change Management** – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

**Security & Privacy** – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.



- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

**Scheduled Maintenance** – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered "Scheduled Maintenance".

**Availability** – Infor's goal is to provide access to the services at Infor's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor's service level objective is 99.5% Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- "Scheduled Available Minutes" are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- "Available Minutes" is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- "Availability" is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30-day month with 1 Scheduled Maintenance window of 4 hours, there are 42,960 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 4 hrs. x 1 Scheduled Maintenance window) = 42,960). If the Subscription Services experienced an outage of 2 hours outside of Schedule Maintenance, there were 42,840 Available Minutes in the month (42,960 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is 42,840 / 42,960 = 99.7%.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor's reasonable control (for example, a network or device failure at Customer's site or between Customer and Infor's data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor's direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Customer;
- Periods of Down Time at Customer's request;
- Outages that result from Customer's equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor's direct control); and

Performance degradation due to Customer's use of the services in excess of the scope of Customer's license, usage restrictions, or product limitations outlined in the applicable Agreement.

# 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), LLC  
New York, NY United States

**Certificate Number:**  
2022-878563

**Date Filed:**  
04/26/2022

**Date Acknowledged:**  
05/10/2022

**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

**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.**

INFOR  
Amended contract for a change/update of Scope of Services/Work. No change of cost.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson, Lindsay	New York, NY United States	X	
	Pritchard, Lindsay	St. Paul, MN United States	X	
	Flamini, Matt	New York, NY United States	X	
	Hylton, Andre	Atlanta, GA United States	X	
	Samuelson, Kevin	New York, NY United States	X	
	Infor Global Operations LP	New York City, NY United States	X	

**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)