



**Order Form**

Agreement ID: ICMOF\_105626  
Opportunity ID: OP-04487846  
Quote ID: SQB415870\_1

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

Infor (US), LLC  
City Of Corpus Christi, Texas  
Software as a Service Agreement  
April 23, 2021

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: City Of Corpus Christi, Texas

\_\_\_\_\_  
(Infor)

\_\_\_\_\_  
(Customer or Licensee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



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Customer: City Of Corpus Christi, Texas  
GL ID: US0AB  
Customer Account ID: 100013196  
Account Executive: Matthew Dey

**I. Software**

**New or Additional Software**

Line	Location	Product Description	Use Restriction	Support Level
1	PPRD:Pre Production	Infor Reporting for Expense Management - SaaS	5 Named Users	CXTE
2	PPRD:Pre Production	Infor Public Sector Suite - Asset Management Bundle - SaaS MT	50 Named Users	CXTE
3	PPRD:Pre Production	Infor Public Sector Suite - Water Meter Management - SaaS MT	60 Named Users	CXTE
4	PPRD:Pre Production	Infor Public Sector Suite - Call Center - SaaS MT	120 Named Users	CXTE
5	PPRD:Pre Production	Infor Public Sector Suite - CDR Enhanced Bundle - SaaS MT	143 Named Users	CXTE
6	PPRD:Pre Production	Infor Public Sector Suite - Customer Service Bundle - SaaS MT	120 Named Users	CXTE
7	PPRD:Pre Production	Infor Public Sector Suite - Customer Service - SaaS MT	120 Named Users	CXTE
8	PPRD:Pre Production	Infor Public Sector Suite - Utility Billing Bundle - SaaS MT	150000 Accounts	CXTE
9	PPRD:Pre Production	Infor Public Sector Suite - Microsoft Exchange - SaaS MT	120 Named Users	CXTE
10	PPRD:Pre Production	Infor Public Sector Suite - Open 311 API - SaaS MT	120 Named Users	CXTE
11	PPRD:Pre Production	Workforce Management MVS Bundle - SaaS MT	2000 Employee	CXTE
12	PPRD:Pre Production	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT	2000 Employee	CXTE
13	PPRD:Pre Production	Infor Expense Management - SaaS for Expense Reports	20000 Documents	CXT

Subscription Fee for July 30, 2024 through July 29, 2025: \$79,760.00  
Subscription Fee for July 30, 2025 through October 30, 2026: \$100,082.41  
Initial Subscription Term: July 30, 2024 through October 30, 2026  
Fee for Initial Subscription Term: \$179,842.41  
Annual Subscription Fee: \$79,760.00

**II. Fees and Payment Terms**

Total Amount Due (before applicable taxes): \$179,842.41

Currency: US (Dollar)

Payment is due within 30 days of the date of the invoice.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced on July 30, 2024. All other Annual Subscription Fees will be invoiced such that

they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Primary-Use Address	Invoice Address
City Of Corpus Christi, Texas 1201 Leopard St Corpus Christi TX USA 78401	City Of Corpus Christi, Texas PO Box 9277 Corpus Christi TX USA 78469
Holly Houghton Holly@cctexas.com	Holly Houghton ITInvoice@cctexas.com

### 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. **Taxes.**
  - a. Customer is responsible for paying all sales, use, VAT or similar taxes relating this Agreement. Applicable tax amounts are not included in the Fees set forth on any Order Form and/or Work Order. Infor will invoice Customer for applicable tax amounts (if any), which shall be payable in accordance with this Agreement, the Order Form, and/or Work Order, as applicable.
  - b. A Customer claiming exemption from Sales Tax must promptly provide Infor with documentation supporting such exemption (and update such documentation to the extent required by applicable Law), which documentation shall be satisfactory to establish an exemption at the sole determination of Infor. Any Customer that does not promptly provide documentation establishing an exemption from Sales Tax satisfactory to Infor shall not be entitled to any reimbursement, credit, or refund of any Sales Tax previously paid and remitted by Infor, except as Infor may otherwise determine in its sole discretion. In the event additional sales tax amounts are required, then Customer shall promptly remit payment for such additional sales taxes to Infor.
5. Google Third Party Products: 1) Google, Inc. (“Google”) retains all ownership and intellectual property rights in any Google Third Party Products, including but not limited to applicable “Google Content” licensed with or otherwise accessible via any Subscription Services, Software or On-Premise Software provided or licensed hereunder. “Google Content” means any content provided by Google through any Google Third Party Products or services (whether created by Google or its third party provider licensors), including map and terrain data, photographic imagery, and traffic data; 2) Customer is prohibited from publication of benchmark tests run on any Google Third Party Products; 3) Google is a third party beneficiary to this Order Form and any agreements between Customer and Infor, which govern this Order Form; 4) In connection with the Google Third Party Products, Customer shall at all times comply with the then current terms located at the following URLs: (i) the Google Maps / Google Earth Additional Terms of Service at: [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html); (ii) the Google Maps / Google Earth Legal Notices at: [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html); and (iii) the Google Service’s Acceptable Use Policy at: [https://www.google.com/work/earthmaps/legal/universal\\_aup.html](https://www.google.com/work/earthmaps/legal/universal_aup.html).
6. 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 Software licensed herein. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application 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://www.infor.com/mobile-application-supplement-on-saas>.

7. Pre-Production (PPRD): Infor shall make available an environment for code testing purposes (“Pre-Production”). Not all components may be available in Pre-Production and availability in Pre-Production shall be at Infor’s discretion. Infor targets, at its sole discretion, new releases to be available in the Pre-Production environment at a minimum of 14 days prior to promotion to a Production environment. Pre-Production includes only Infor multi-tenant products. Configuration and maintenance of integrations with non-Infor products for purposes of testing customer specific interfaces, is the responsibility of Customer. Critical incident support is not provided for Pre-Production. The Infor Pre-Production environment is scheduled to be accessible 24x7 during the Pre-Production Customer Preview Period (14 days per month).
8. 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.
9. Customer agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under the Agreement and use its best efforts and take all steps to cause such appropriations to be made. Customer represents that funding has been appropriated sufficient to pay amounts due under this Order Form for the current fiscal year. “In the event that sufficient funds have not been appropriated for any fiscal year within the Subscription Term or for the Renewal Term, then Customer may terminate this Order Form at its option at the end of any then-current fiscal year which fiscal year ends on September 30 by giving notice to Infor as soon as reasonably practicable. For the avoidance of doubt, terminations under this section apply to any Customer fiscal year within the initial Subscription Term, subsequent Subscription Terms, and any Renewal Terms, and do not entitle Customer to any refund of prepaid fees paid in the then current-fiscal year of Customer
10. 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).
11. 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.