



EXHIBIT 15: ORDER FORM

ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of Exhibit 3 to the Master Contract, the Software License Agreement, between **Infor (US), Inc.**, ("Infor") and **City of Corpus Christi** ("Licensee") with an effective date of **May 15, 2013** (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and/or Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Product Order Form, Addendum, Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System (which may also be referred to as Maximum Use Designation) in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis; In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party (a "Third Party Licensor") may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

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

I. Component Systems

Newly Licensed Component Systems:

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
1	H8CDR	Hansen 8 - CDR Bundle	63	NU	XT
2	H8GGS	Hansen 8 - GeoAdministrator	2	NU	XT
3	H8CDRB	Hansen 8 - CDR Billing	10000	ATRAN	XT
4	HDYP-L	Hansen Dynamic Portal for Licensing	1	ET	XT
5	HDYP-P	Hansen Dynamic Portal for Permits	1	ET	XT
6	HDYP-LPL	Hansen DynamicPORTAL for Planning	1	ET	XT
7	HDYP-CS	Hansen Dynamic Portal for Customer Service	1	ET	XT
8	HDYPCE	Hansen Dynamic Portal - Code Enforcement	1	ET	XT
9	SELC-MS8-CDRN	Hansen 8 - Mobile CDR Server for Notebook Edition	1	SV	XT
10	SELC-MS8-CDRF	Hansen 8 - Mobile CDR Field User License	39	NU	XT

Total License Fee: \$324,100.00

*If specified in the User Restriction field:

- NU - "Named Users" - Quantity represents the maximum number of named users that may access the Software and each named user (e.g. login ID) requires a license. Each license may only be assigned to a single and exclusive log-in. Customer may not utilize any method or program to automatically reassign a log-in from one user to another.
- ATRAN - "Annual Transactions" - Quantity represents the number of entries processed annually by the Component System, including but not limited to such sources as bank account summaries, bank account statements, accounting reports from any interface software, excel import templates, purchase orders, sales orders and invoices, regardless of whether such entries are entered manually or electronically.
- ET - "Enterprise" - Allows unlimited use of the Component System within the licensed business entity.
- SV - "Server" - Software is licensed to a specific named (by model/serial #) server. A license is required for each server on which the application is installed.



**If specified in the Support Level field: "XT" means Xtreme Support Plan. Descriptions of the then current support plans for Infor, can be found at: <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>

II. Support Services

Additional Annual Support Fee: \$64,820.00

Annual Escalation Percentage Cap: 3% or the then current year over year increase in the Consumer Price Index (CPI-U), whichever is greater.

Initial Term of Support: Order Form Date through twelve (12) consecutive months

Fee for Initial Term of Support: \$64,820.00

Other Fees: N/A

Total Amount Due (before applicable taxes): \$388,920.00

All Amounts are in US Dollars unless otherwise specified.

Currency: United States Dollars

Payment Terms:

Payment is due within 15 days of Order Form Date.

Equipment (on which Component Systems will be installed):

Computer Platform _____ Model: _____
Operating System **Windows** DBMS: **SQL**
Location: **Same as Delivery**
Serial Number: _____

Licensee Account ID: **100013196**

GL ID: **US0AB**

Account Executive Name: **Shelly Carroll**

Delivery Address: City of Corpus Christi
1201 Leopard Street
Corpus Christi, TX 78401

Invoice Address:
(if blank, the Delivery Address shall be used for Invoicing): Same as Delivery

Contact Name: Michael Armstrong
Contact Title: CIO
Contact Phone: (361) 826-3740
Contact email: michaelar@cctexas.com

Contact Name:
Contact Title:
Contact Phone:
Contact email:

Delivery is FOB Shipping Point.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial



software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

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

For: **Infor (US), Inc.**

Patricia Elias

Signature

Patricia Elias

Typed or Printed Name

Associate General Counsel

Title

Nov. 20, 2013

Date

For: **City of Corpus Christi**

(Legal Name of LICENSEE)

Signature

Typed or Printed Name

Title

Date