

1. Statement of Work

This Statement of Work ("Work Order or SOW") is subject to all terms and conditions of the Master Contract and Exhibit 5 to the Master Contract, the Software Services Agreement between **Infor (US), Inc.** ("Infor") and the **City of Corpus Christi** ("Licensee" or "City"), dated May 15, 2013 (collectively, 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.

2. Project Scope

Infor's Services effort for the project described in this SOW is based on information given to Infor by the Licensee and the key assumptions detailed in this SOW. Any additional information or changes to the information provided may require revision of the level of Services effort required to complete the activities, the payment of additional fees by Licensee and is subject to Infor's standard change order process. If the Licensee fails to satisfy stated requisites or assumptions in this SOW, a change in scope, time, and cost may be required and result in a change order.

2.1 Proposed Infor Application Landscape Scope

Licensee has licensed the following Component Systems from Infor. Infor will implement the products listed below to accomplish the scope as identified in this SOW.

Learning Management Subscription
Learning Management Ad-Hoc Reporting Subscription

Infor Application Scope Key Assumptions:

- (1) For all applications listed above, each will be implemented with the latest generally available Infor or third party supplier software version at the time software delivery. The Licensee intends to implement the Infor solution using industry standard best practices with no changes to the delivered source code.
- (2) The scope of the implementation for the Learning Management System (LMS) Subscription Solution assumes the following:
 - Infor will host the platform and data as a software as a service (SaaS) model.
 - The implementation is for up to 3,500 Licensee users.
 - English will be used for all project communications and documentation.
 - All required Licensee participants and subject matter experts will be available to share and review information as required in a timely manner.
 - Training will be based on standard Infor LMS training materials
 - Only one portal is included into the LMS baseline Implementation
 - Any out-of-the-box integration interfaces included into the project scope will be configured and tested by Infor. No modifications to the standard interface implementation or other additional development effort are included into the scope of the project.
 - Minimum version requirements for LMS integration with Talent Management will be met prior to the LMS implementation start:

- Talent Management 10.1.0.3 and higher
 - Landmark Technology 10.0.4.4 and higher
- Training and documentation on Ad Hoc Reports module will be provided by Infor. However, development of specific Ad Hoc reports based on Licensee's requirements is not in scope of this project.
 - Infor will provide a training history data template to the Licensee. Licensee will be responsible for providing training history data in required format. Infor will perform training history import and provide Licensee with the import error log.
 - Upload of legacy SCORM and AICC content, if required, will be performed by the Licensee with Infor guidance.
 - End users have basic computer literacy and web skills and are comfortable working on the web.
 - All parties will adhere to mutually agreed personnel and resource availabilities, timelines, reviews and approval lead times.
 - Only one instance of each meeting / work stream is included into the scope of the project. If Licensee requires multiple instances of any of the project deliverables due to phased roll-out, a Change Request will be issued.
- (3) There is a single Project Process Team, and the Business Processes and logic will be the same across the Licensee's organization, i.e. there are not multiple process teams implementing different business processes across multiple sites. This would impact the number of prototype versions and time required to define structures, as well as training time, testing time and post go live support.
- (4) LMS Work Task Descriptions and additional assumptions are referenced in Appendix A.

2.2 Organizational Scope

Organizational Scope Project Requisites:

1. The Organizational Scope will be configured to include 1 (one) production database for any Infor application solution product. Multiple staging databases exist to support project implementation activities such as development, testing and training.
2. Software business process configuration across all entities will be consistent.

2.3 Geographic Scope

The following Licensee locations are included within the scope of this Project ("Geographic Scope"). The Project office will be located at:

- Single location designated by the City of Corpus Christi, prior to project initiation

2.4 Data Migration and Conversion Scope

"Data Migration and Conversion" refers to any efforts associated with the analysis, cleansing, loading and reconciling of current or historical data from other systems into Infor systems, whether by manual or programmatic methods. The following sections detail the activities, responsibilities, assumptions, and scope with respect to the data migration and conversion tasks included in this Project.

Data Migration and Conversion Scope

Data Migration and Conversion scope and deliverables will be mutually agreed upon, and Infor has included up to 40 hours of data migration and conversion development services for the activities below within the Fixed Fee.

Data Migration and Conversion requirements are subject to change following business process survey, design, and prototyping activities.

All Services for conversion activities will be provided remotely.

ID	Area	Data Conversion Item	Comments
1	Training History	Training History for Employee Accounts	All Accounts in production GHR server
2	Training Content	SCORM and AICC training content	Active Content Only

Data Migration and Conversion Activities

The Data Migration and Conversion activities listed below for either Licensee Responsible or Infor Responsible Data Migration and Conversion Scope (as applicable) are within the scope of the Project ("Data Migration and Conversion Activities").

The Infor consultants will support the Licensee Data Migration and Conversion Activities as defined below.

Licensee and Infor Responsible Data Migration and Conversion Scope

The Data Migration and Conversion Activities below, for the Licensee Responsible Data Migration and Conversion Scope, are included in the scope of the Project.

Activity	Responsible	Description	Activity Requisites
Training Licensee in data migration tools	Infor Licensee attends training	Infor will train the Licensee's IT staff on the use of the Infor data migration tools. Training courses will be delivered as defined in the Learning Scope section of this SOW.	The Licensee's conversion personnel have the competency and requisite skills to be able to understand the Infor tools and methods.
Extract data from legacy applications	Licensee	All activities involved in getting data from existing Licensee systems into the appropriate data cleansing tools.	The Licensee has the tools and the competency to execute this data responsibility.
Conduct data migration workshops	Infor Licensee participates	Cross functional workshops to define the data migration process and mapping required.	Both Licensee functional and technical resources participate in the workshops.

Activity	Responsible	Description	Activity Requisites
Develop migration strategy and process description	Infor Licensee review	A deliverable from the data migration workshops. It defines how the migration and conversion process is going to be managed and which routines will be used. Data Migration Workshops are completed by application suite, such as Finance, Procurement, HR, etc. Data Migration Workshops average 1 week for each application suite.	The Licensee has suitably qualified personnel that have experience and knowledge of the existing legacy systems. Infor personnel will provide knowledge and documentation of Infor data mapping structures, and conversion tools.
Develop data migration / conversion plan	Licensee Infor participates	Data conversion Project plan containing tasks, duration, resources, and schedule. Infor will validate the data conversion plan.	The Licensee has been trained on the Infor applications. The Licensee has validated the legacy data to be converted.
Perform data cleansing and rationalization	Licensee Infor provides advice and guidance	All data fields will be reviewed by the appropriate qualified Licensee business owner to ensure that the data is accurate and meets the business requirements.	The Licensee will be advised at the appropriate time in the Project plan to be able to make good decisions on the data cleansing requirements. Data cleansing activity timing will be based on the Licensee's understanding of the new application.
Document data mapping requirements	Licensee Infor participates	Data mapping documents are developed to provide specifications for field mapping and translation from the legacy system (or staging) tables to the Infor tables.	The Licensee's business analysts have the required knowledge of both their legacy systems and Infor applications to perform the required mapping.
Design migration / conversion routines	Licensee Infor participates	Technical design documents for the conversion routines are created based on the data mapping requirements and migration strategy.	Completed and approved data mapping documents are a required input to this activity. Changes to the data mapping requirements or migration strategy will impact completed or in process design work.
Develop data migration / conversion routines	Licensee Infor participates	Programming and unit testing of the migration / conversion routines.	
Test load sample data	Infor	Sample tests will be done as early as possible to help ensure the end to end process is working.	There is a test environment for data migration available with master configuration tables set up. Error reports/logs are provided to support any outstanding data cleansing and rationalization
Test data within critical business processes	Licensee Infor participates	Process Owners will test the critical business processes using sample data during the Acceptance test. Infor to provide sample test scenarios and test scripts to facilitate.	The Process Owners have been trained in the Infor application.
Perform full migration systems test	Licensee Infor participates	All data will be migrated to ensure performance is measured.	The testing requirements and process will be determined by the test plans.

Activity	Responsible	Description	Activity Requisites
Perform live migration	Licensee Infor participates	Live data migration.	There is a contingency plan.

Data Migration and Conversion Key Assumptions:

1. Data Migration and Conversion into the Infor system is in a single format from the legacy system.
2. Data Conversions are limited to the requirements defined in this Statement of Work. Any additional requirements will be scoped and estimated separately and are not included in the services estimates in this Statement of Work.
3. Up to 3 (three) data conversion test cycles and 1(one) production data conversion cycle are assumed per Project Stage. If mutually agreed between the Licensee and Infor, additional data conversion cycles may be added.
4. Infor will determine the best approach for loading legacy data into the Infor system.
5. The designated City resources will determine the best source for data elements, if multiple programs store the same data element and/or type of data.
6. The Infor system production database will only be populated with real data from the identified source systems.
7. The City is responsible for any data cleansing that may be required to assure the accuracy of data within the source systems. The source systems represent the sources from which the data extraction specialists will extract and load data into the underlying Infor System database. If these sources contain inaccurate data then these data inaccuracies will also exist in the Infor system database.
8. Infor will provide the City with Infor data (flat file) layouts, guidance and work mutually with City to map data from the legacy system to Infor.
9. The City is responsible for all manual data entry that may be required to load data from current manual systems.
10. The Infor standard Application Programming Interfaces (APIs) will be used to load data.
11. Code promotion and deployment between environments and product lines is the responsibility of the City and must be performed in a timely manner as agreed to during Project planning. Code promotion and deployment tasks between environments and product lines will be performed by City Administrators or Infor Application Managed Services as directed by the City.
12. The City is responsible for correcting errors in the data reported by the conversion routines.
13. The City is responsible for ensuring that all converted and integrated data is accurate, and will be responsible for data validation efforts associated with all testing.

Data Migration and Conversion Project Requisites:

1. Infor data mapping and conversion applications will be used for electronic conversions.
2. The Licensee will manage all Data Migration and Conversion Activities with Infor participation and support.
3. The Licensee is responsible for correcting errors in the data reported by the conversion routines.
4. The Licensee is responsible for performing manual data entry where required.
5. The Licensee is responsible for ensuring that all converted and integrated data is accurate and is responsible for data validation efforts associated with all testing.

2.5 Development Scope

“Development” refers to any efforts associated with building software customizations, interfaces, reports, workflows, alerts, and providing other customized access to Infor application data. Development requires the involvement of skilled resources familiar with the Infor application

development or business process management tools. The Infor Stepwise methodology is used to manage all Development activities and deliverables. The following sections detail the activities, roles, responsibilities, assumptions, and scope with respect to the Development tasks included in this SOW.

Development Assumptions:

1. Performance (volume) testing of Development deliverables is the Licensee's responsibility.
2. The Licensee's Project team is responsible for the preparation of all End User related manuals, documentation, and training for all Development deliverables. Infor provides a basic End User template. The City will provide detail and content for End User related manuals which is specific to the City.
3. The Licensee's Project team has technical knowledge of the existing legacy systems. Any support needed from other company personnel will be available to the Project team in a manner that will not detrimentally impact the Project timeline.

Development Project Requisites:

1. Infor will have remote access to the Licensee's network and systems as necessary to support the planned Development activities.
2. The Licensee has licensed the Infor applications required to perform the Development activities.
3. Code promotion and deployment between environments is the responsibility of the Licensee's directed services or resources and must be performed in a timely manner as agreed to during Project planning.
4. All Development work will be performed on the Licensee's development environment or as mutually specified and agreed with Licensee and Infor.
5. Documentation associated with Development activities will be stored in the Project's StepWise database; e.g. specifications, test plans, approvals, etc. or in a central document repository as mutually agreed

Customizations

"Customizations" refer to the personalization of delivered Infor software objects or the creation of new software objects using the Infor application development tools.

No customization or changes to Infor source code are included in the scope of this work order.

Interfaces

"Interfaces" refer to those objects that allow data to periodically move either into or out of the Infor applications. Interfaces are defined by the business processes they facilitate, the points during those processes where data is exchanged, the frequency the data is exchanged, and the system method by which data is exchanged.

Interface Scope

The Interfaces identified below are within the scope of the Project ("Interface Scope"). Interface development scope and deliverables will be mutually agreed upon, and Infor has included interface development services for the activities below within the Fixed Fee.

The Licensee will have access to Infor's APIs, application messages, design tools, database templates, and table layouts, subject to the scope of the license agreement. Interface requirements are subject to change following business process survey, design, and prototyping activities.

Remote development is assumed for interface activities. Licensee resources will participate in development per identified project participation. Interface requirements will be validated.

ID#	Description	Source Application	Target Application	Interface Direction
1	Infor Talent Management – Performance Management Module <ul style="list-style-type: none"> Organizational Unit / Levels Employee Actor / User 	Lawson Talent Management	Learning Management System	Inbound
2	Learning Management System <ul style="list-style-type: none"> Course 	Learning Management System	Lawson Talent Management	Inbound
3	Infor Talent Management <ul style="list-style-type: none"> Employee Development Activity Course/Event User Completion 	Lawson Talent Management	Learning Management System	Inbound / Outbound

Interface Activities

The Interface activities below, for either Licensee Responsible or Infor Responsible Interface Scope, are included in the scope of the Project (collectively the “Interface Activities”).

Infor Responsible Interface Scope

The Interface Activities below, for the Infor Responsible Interface Scope, are included in the scope of the Project.

Activity	Responsible	Description	Activity Requisites
Infor Interface/integration tools training	Infor	Training as defined in the Learning Scope section in this SOW.	The Licensee’s IT staff has the competency and requisite skills to understand the tools and methods.
Project management	Infor	Monitor and control interface development activities. Operate as the liaison between the functional and technical teams. Perform quality assurance. Record and track issues and drive to resolution.	The responsible resource has experience in development project management and packaged software implementation.
Develop functional design specification	Licensee Infor provides advice and guidance	Definition and documentation of the business processes and corresponding inputs and outputs related to the interface.	Infor involves qualified Licensee personal that have experience and knowledge of the Licensee business and existing Licensee systems.
Develop technical design specification	Infor	Creation of a design specification documenting how the Licensee defined business requirements will be addressed with the specific interface. The technical design will outline the interface approach, test plan, any specific application setup required, and any anticipated impact on the system to which LMS will be interfaced.	The Licensee has approved the documented interface business requirements in the functional design specification. Related “to be” business processes have been defined and application prototyping has been completed to the point where technical interface specifications can be

Activity	Responsible	Description	Activity Requisites
			defined.
Approve specification	Licensee Infor provides advice and guidance	The Licensee will review the technical design specification with Infor, and agrees that the technical design will correctly deliver the specified functionality. All interface assumptions will be discussed and agreed upon. The Licensee approves by signing the technical design specification document.	The Licensee has understood and signed off on the technical design specification.
Develop	Infor	Interface objects are created and/or customized according to the technical design document. The Infor technical consult will use LMS API's, unless otherwise specifically discussed with and approved by the Licensee.	A complete and accurate technical design document has been developed.
Perform unit test	Infor	Unit testing involves executing the unit test specification to confirm that the functionality complies with the interface specifications. Issues are corrected by the developer. Unit testing does not consider the impact of the interface on any other business processes.	Unit testing is typically performed by the same person that develops the interface.
Deliver	Infor	Deliver the system objects applicable to the interface to the Licensee.	All programming required to refit software objects previously modified is the Licensee's responsibility.
Perform acceptance test	Licensee Infor provides advice and guidance	The Licensee performs testing to confirm that the interface operates as indicated in the design specification. Issues are documented and reported to the Infor development team for correction. Infor is responsible for issue resolution. The Licensee accepts and signs the release form to move the interface into a production environment once all issues are resolved.	Acceptance testing of interface is performed in a test environment with Licensee data representative of production.

Interface Key Assumptions:

1. Interface requirements are subject to change following the Project business process survey, design, and prototyping activities.
 - a. Interfaces are limited to the requirements defined in this Statement of Work
2. Infor and Licensee will mutually agree upon the best approach for the development of all interfaces for which it is responsible into the Infor system.
3. The designated City resources with advice and guidance from Infor will identify, capture and collect all business rules that must be applied to data in the extraction, transformation, and loading process.
4. The Infor standard APIs will be used to load data.

5. Code promotion and deployment between environments and product lines is the responsibility of the City directed services or resources and must be performed in a timely manner as agreed to during Project planning.
6. The City is responsible for correcting errors in the data reported by the interface routines.
7. The City is responsible for ensuring that all integrated data is accurate, and will be responsible for data validation efforts associated with all testing.

Interface Project Requisites:

1. Infor standard integration tools will be used for interface development.
2. All Infor interface Services cover data directly entering or leaving the Infor database. All interface development to non-Infor software is excluded from scope of this SOW.
3. Infor will utilize global service centers and/or local resources as required for Infor interface activities.

Business Process and Report Management

Business Process development (workflow) scope and deliverables will be mutually agreed upon. This scope of work includes no Business Process development services for the activities below within the Fixed Fee.

Report development scope and deliverables will be mutually agreed upon and Infor has included up to 20 hours of training and documentation on LMS Ad Hoc Reports module within the Fixed Fee. Development of specific LMS Ad Hoc reports based on Licensee's requirements is not in scope of this project.

Infor Responsible Business Process and Report Management Scope

The BPRM Activities below, for Infor Responsible BPRM Scope, are included in the scope of the Project.

Activity	Responsible	Description	Activity Requisites
Project management	Infor	Monitor and control Project activities. Operate as the liaison between the functional and technical teams. Perform quality assurance. Record and track issues and drive to resolution.	The responsible resource has experience in report development project management and packaged software implementation.
Ad Hoc Report Workshop	Licensee	Attend work shop of LMS Ad Hoc reports and documentation	The Licensee involves qualified personnel that have experience and knowledge of the business and existing systems.
Deliver	Infor	The Infor consultant will provide LMS Ad Hoc Report software guidance to the Licensee developer.	Ad Hoc Report Workshop attendance is documented and has been successfully completed

Business Process and Report Management Requisites:

1. The Licensee and Infor will utilize standard Infor applications licensed by Licensee to develop BPRM deliverables. There will be no changes to delivered and installed Infor business logic or source code.

2.6 System Administration Scope

System Administration Scope

“**System Administration**” refers to the administration and maintenance of the Infor technical environment. Activities include but are not limited to: product line management, user administration, and operations support (collectively the “System Administration Activities”).

System Administration Activities

The Licensee has requested that Infor provide remote System Administration support (i.e., Infor system administration,) to the Licensee project team for the duration of the Project. Remote support is related to the system administration activities of the Infor environment as listed in the System Administration Activities table below.

Infor (PM, TPM or System Consultant) and the Licensee Project Managers will coordinate any changes that will affect the environment or application.

The following System Administration Activities are included in scope of this Project.

Activity	Responsible	Description	Activity Requisites
User enrollment	Licensee Infor provides advice and guidance	Define and administer all user accounts.	Infor has provided Security Administration training as defined in the Learning Scope section of this SOW.
Menu creation / maintenance and assignment to user profiles.	Licensee Infor provides advice and guidance	Customization of menus for specific users/user groups and roles.	Infor has provided System Administration training as defined in the Learning Scope section of this SOW.
Schedule jobs	Licensee Infor provides advice and guidance	The scheduling of batch jobs to run during non-peak hours.	Infor has provided System Administration training as defined in the Learning Scope section of this SOW.

System Administration Assumptions

1. The Licensee is responsible for providing helpdesk services to their end-users.
2. The Licensee's environment is assumed to have 2 instances of the Infor application solution.

Responsibilities:

Infor and the Licensee will be responsible for the following activities related to System Technology:

Infor:

1. Provide advice and guidance to the Licensee for the development of the StepWise deliverables related to the Licensee's IT system administration of the Infor application.

Licensee:

Will direct services or resources for:

1. System Administration related to user security and administration and helpdesk.

2.7 Project Learning Scope

Learning Scope

The Learning Scope below lists training for the project team and end users (as applicable) that is, included in scope of this Project.

Project Team Training

The following project team training is included in scope of this Project. Up to 14 Licensee attendees may attend these on-premise training sessions:

LMS administration functionality learning workshop

- ▶ 2 days
- ▶ An overview of the Infor Learning Management System application administration

Learning Project Requisites:

1. Project team and end user training are based on the approach, responsibilities and scope as defined in the Learning Scope section of this SOW.
2. All project team training is limited to a maximum of fourteen (14) Licensee participants.
4. Licensee site training, where applicable, will take place at Licensee location identified in Section 3.3.
5. For Licensee site training, the Licensee will provide training accommodations and facilities including at least one computer for every two participants; a computer for the instructor; Infor User Interface loaded on each workstation with access to the Infor Remote Application Server or have downloaded training data onto each workstation; printer access from each workstation; white board with markers; flip-chart with markers; and computer projector.

Learning Project Assumptions:

1. Infor to provide Licensee with training agenda, including anticipated participants, at least 1 week in advance of training.
2. All Learning Workshops and Private Labs are held on-premise at Licensee location.

2.8 Go Live Services Scope

“Go Live Services” are all the Infor Services required to support the Licensee Go Live and post Go Live for the period of time and applicable application suite(s) described in the table below. “Go Live” is defined as the first time an Infor module in the Infor Application Scope section of this SOW is available to process a Licensee transaction for live production purposes. Go Live Services will terminate under this SOW based on the earlier expiration of a) the table below for the Project Stage, or b) 45 calendar days after the first Go Live day for the Project Stage.

Go Live Stage	Activity	Responsible	Key Assumptions
Stage 1 Learning Management	Go live support is budgeted for the first one (1) week of live operation.	Infor	Infor resources are assigned by the Infor Project Manager. Support will

Go Live Stage	Activity	Responsible	Key Assumptions
System			be provided on-site. It may be provided remotely if mutually agreed at the discretion of the Licensee and Infor Project Managers.

Additional Go Live Services Requisites:

1. If the Licensee is not ready to Go Live upon completion of the Services described in this SOW, additional Services and training may be required (“Additional Work”). Any Additional Work will be managed by Infor’s standard change order process.
2. The Infor Project Manager will work together with the Licensee Project Manager to develop a joint post Go Live support resource plan.
3. Licensee Process Owners and Key Users will provide first line support to Licensee End Users.
4. Infor consultants will support the Licensee Process Owners and Key Users with resolution of process questions and provide Infor application assistance where required subject to the Go Live consulting hours above.

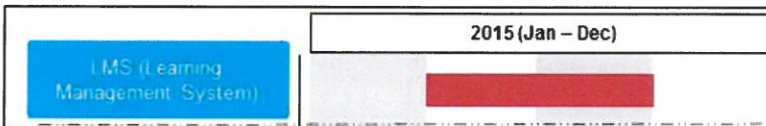
3. Implementation Strategy

The estimated effort for the activities described in this SOW is based on the implementation strategy described in this Section.

Infor proposes an estimated project schedule for LMS as a 6 month timeline.

Infor assumes an estimated project start date on or about March 1, 2015. This date is negotiable based upon finalization of contracts, City and Infor resource availability, etc. The Parties both acknowledge that there is another on-going project that may affect timelines and Licensee resource availability. The preliminary timeline is estimated based on the assumed availability and commitment of City resources for the project and support.

The Project start date will be mutually agreed upon by the Licensee and Infor. Together the Infor and Licensee Project Managers will develop a mutually defined Project plan to be shared with the Project team during the Project kick-off event.



Implementation Strategy Requisites:

1. Licensee will ensure that all business process requirements are included in the Final Beta Prototype. The Final Beta Prototype is refined to complete the Licensee’s configuration, including all processes as listed in the Business Process Scope section of this SOW.

During the Project’s Establish phase Infor will configure the Infor applications to support the business processes listed in the Business Process Scope section of this SOW.

2. Licensee is responsible for deployment of the Infor applications to all Licensee locations that are not identified as being within the scope of the Project in this SOW.

The proposed LMS implementation estimates a six (6) month implementation inclusive of post live support with all products expected to be deployed by the end of month four (4). Within the six (6) month timeline, Infor is assuming several factors, including cooperative teamwork between City executive management, business owners, users and IT, in addition to a major focus on City

ownership of data cleansing/conversion, training, organizational change management and testing. These tasks, activities and cooperation must be in place to help reduce risk, ensure a collaborative Project environment and achieve a successful implementation.

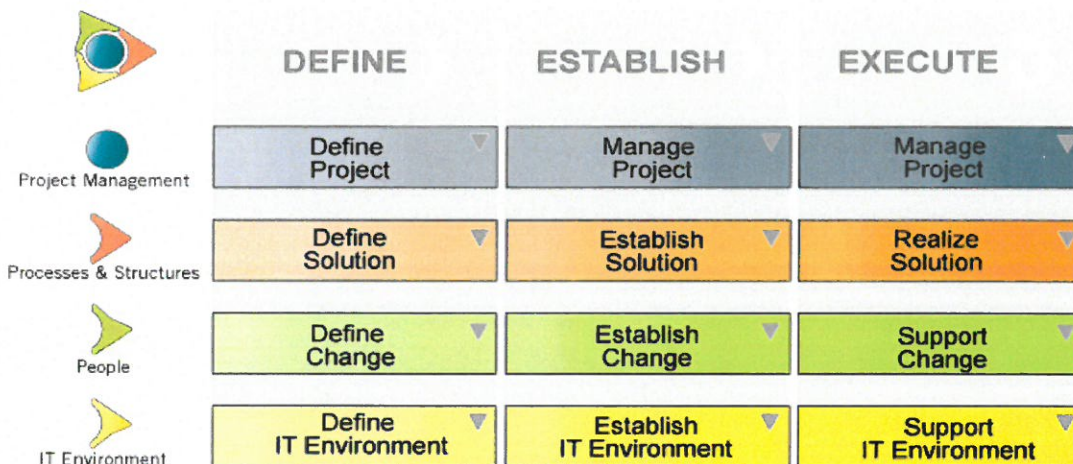
4. Project Implementation Methodology

The Licensee and Infor mutually agree to utilize the StepWise implementation methodology to manage the Project.

4.1 Stepwise Methodology Activities

The Infor StepWise methodology will be used throughout this Project. An overview of the StepWise methodology is presented below.

Infor StepWise Methodology



The methodology is divided into three phases (Define, Establish and Execute). Each of these phases is briefly described below.

Define Phase

The objective of the Define phase is to describe the solution to be implemented and delineate what the project will contain. The Define phase is part of the sales process and its main objectives are to provide consensus on what the solution will offer and how the project will be performed.

Establish Phase

The objective of the Establish phase is to deliver a solution that has been tested by the Licensee. The solution includes interfaces to internal and external systems, documents, reports, and Licensee enhancements (if any). During this phase the project team builds and refines the solution using a structured, iterative process. Project members are oriented and trained to use the software to help ensure the successful completion of the project. IT activities include installation of hardware and software as well as providing training and support for Licensee IT staff.

Execute Phase

The objective of the Execute phase is to prepare the solution and the Licensee for a successful go live. During this phase, training for end users is provided. The project is considered officially closed when Infor has fulfilled its contractual obligations as defined in this statement of work. At the conclusion of the project, the Infor Project Manager will transition the Licensee to Infor's support organization to ensure consistency and continuous improvement of the implemented solution.

Project Database

Infor will establish a project database for project issues and all project documentation, such that it is readily accessible by the project team. This SharePoint database will be hosted by Infor. Access to this database for City users will be via an internet browser. The database will be used to:

- Enter and track issues
- Manage deliverables
- Stores StepWise methods and tools
- Facilitate team collaboration

The project database is used for storing project templates, completed Project Status reports and other project documentation for reference.

Implementation Methodology Requisites:

1. Project transparency and communication channels will help support the success of this Project. Infor assumes a schedule of management meetings with 1) the Licensee Project Steering Committee every month and 2) the Project's management team at least once every week.

5. Estimated Project Schedule

Infor will develop a detailed Project Plan that details both Infor and Licensee's responsibilities at the start of the Learning Management System Project. The Project Plan for Learning Management System should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Infor and Licensee will agree upon a mutually agreeable Project Plan for Learning Management System that will be submitted and approved by Licensee within thirty (30) days of the Effective Date of the Project Stage initiation. The Project Stage Project Plan will also include the criteria by which the software will be tested and accepted by Licensee.

Estimated Project Schedule Additional Assumptions:

1. The estimated schedule assumes timely advice, decisions and execution by both Parties. Both Parties will make Project decisions within five (5) business days of an issue being raised to that Party. Delays by either Party can impact the Project schedule and may result in a change order.
2. Both Parties will mutually define the project change control process, approvals and associated documents in conjunction with initial project planning.
3. In order to help meet the scheduled dates for the Project, Infor and Licensee personnel may be required to perform work outside of normal business hours.

Estimated Project Schedule Requisites:

1. The Project start date is dependent on Infor's and the Licensee's resource availability and a mutually agreed upon start date.
2. The Licensee has assigned a full time Project Manager who will work with the Infor Project Manager to complete Project planning at the start of the Project.

6. Project Deliverables

The Project deliverables listed below (“Deliverables”) are included in the scope of the Project. The Party designated in the “Primary Responsible Party” column has responsibility for all elements of the “Project Deliverable Definition”, except for any element which is explicitly designated in the Project Deliverable Definition column as being the responsibility of the other Party. Any Infor effort requested by the Licensee to complete the Licensee’s Deliverable(s) (i.e. Licensee is designated as the “Primary Responsible Party” in the column below for the Deliverable(s)) will be managed by Infor’s change order process and will be in addition to the fixed fee. The Deliverable Acceptance Criteria indicates which specific Deliverable Acceptance Criteria will be used during deliverable acceptance. The list of Deliverable Acceptance Criteria is in the Project Budget section of this SOW. Deliverable Acceptance Criteria is only applicable to deliverables where Infor is the Primary Responsible Party.

StepWise Establish Phase

Project Deliverable	Project Deliverable Definition	Prerequisite Deliverable	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
Project Schedule	Project Schedule management will be performed on a level that is appropriate for monitoring of discrete activity status and percent completion. The Project Schedule will contain all activities that are required for the Project completion. Any task monitoring tools that are utilized by Infor or by the Licensee (in addition to the Project Schedule), will have their task start and end dates matched with the Project Schedule and will be statused in conjunction with the appropriate activity in the Project Schedule. Assignment of Infor and Licensee Project team members will be at the lowest level of activity definition. Reasonable work estimates will be at the lowest level of activity definition. Project activity relationships	Estimated Project schedule in this SOW	Infor	Project Status Report	Infor Project Schedule	Project Initiation

Project Deliverable	Project Deliverable Definition	Prerequisite Deliverable	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
	(predecessors / successors) will be defined.					
Training for Project Team Members - Technical	Infor technical training is delivered to the Licensee's Project team as defined in the Learning Scope section of this SOW.	Infor Environments Established	Infor	Learning Plan	Infor Training/Workshop Deliverables	Team Learning
Initial Project Team Training - Functional	Infor application training is delivered to the Licensee's Project team as defined in the Learning Scope section of this SOW.	Project Schedule	Infor	Learning Plan	Infor Training/Workshop Deliverables	Team Learning
Initial Beta Prototype	The installed Infor database is updated with Licensee data to establish the first Licensee configuration ("Prototype") according to the scope in the Business Process Scope section of this SOW. The Prototype and Test Plan is prepared to specify the initial Licensee testing scope.	Infor Environments Established	Infor	Prototype and Test Plan	Infor Configuration Deliverables	Initial Beta Prototype
Initial Beta Prototype Test Cases	Infor will train the Licensee's Project team once on how to write test cases. Define and identify Licensee data and test cases required to test the LMS Initial Beta Prototype. Infor Consultants validate the completeness of the Licensee test cases. Run the test cases and record the test results.	Project Schedule	Licensee	Prototype and Test Plan	N/A	Initial Beta Prototype
Initial Job Instructions	Infor provides published LMS job	Solution Training for	Licensee	Prototype and Test Plan	N/A	Initial Beta Prototype

Project Deliverable	Project Deliverable Definition	Prerequisite Deliverable	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
	instructions and user guides. Initial end user guides describing how to operate the Licensee business processes are tailored by the Licensee Process Owners and Key Users throughout the different Prototype versions.	Project Team Members – Functional				
Beta Prototype version	The Prototype is refined to complete the Licensee's configuration, including all processes as listed in the Business Process Scope section of this SOW. The Prototype and Test Plan is updated to reflect the status of the LMS Prototype.	Solution Training for Project Team Members – Functional	Infor	Prototype and Test Plan	LMS Configuration Deliverables	Final Beta Prototype
Beta Prototype Test Cases version	Define and identify additional Licensee data and test cases required to test the LMS Beta Prototype version. Infor consultants validate the completeness of the additional Licensee test cases. Run the additional test cases and record the test results.	Initial Beta Prototype Test Cases	Licensee	Prototype and Test Plan	N/A	Final Beta Prototype
Final Beta Prototype	The Final Beta Prototype version is refined to complete the Licensee's Prototype. The Prototype and Test Plan is updated to reflect the status of the LMS Prototype.	Beta Prototype version Solution Training for Project Team Members – Functional	Licensee	Prototype and Test Plan	Infor Configuration Deliverables	Final Beta Prototype
Final Beta Prototype	Define and identify additional Licensee	Beta Prototype	Licensee	Prototype and Test Plan	N/A	Final Beta Prototype

Project Deliverable	Project Deliverable Definition	Prerequisite Deliverable	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
Test Cases	<p>data and test cases required to test the LMS Final Beta Prototype.</p> <p>Infor Consultants validate the completeness of the additional Licensee test cases.</p> <p>Run the additional test cases and record the test results.</p>	Test Cases version				
Approved Solution	<p>Infor leads the planning for Acceptance Test</p> <p>Acceptance Test performed according to the scope defined in the Prototype and Test Plan.</p> <p>Approves the Prototype according to the scope defined in the Prototype and Test Plan.</p> <p>Test cases are completed to record results of testing.</p> <p>Infor will correct identified application configuration issues.</p>	Final Beta Prototype Final Beta Prototype Test Cases	Licensee	Prototype Plan and Test	N/A	Acceptance Test
Project Monitor and Control	<p>Infor's Project status report is regularly updated and distributed.</p> <p>The Project Schedule is regularly updated and distributed.</p> <p>The status of Project consumption of hours of service for Business Process and Report Development.</p> <p>Infor issues are managed.</p> <p>The Project risk register is updated to reflect responses</p>	Project Schedule	Infor	Project Status Report	Infor Written Deliverables	Inclusive in all Milestones

Project Deliverable	Project Deliverable Definition	Prerequisite Deliverable	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
	to risk monitoring and control. Updates include: a. results of risk assessments and reviews b. results of corrective action taken to control risks					
Steering Committee Meetings	Meetings are held to review deliverable approval, consider change requests and monitor Project progress. Written Project status report is presented to the Steering Committee. Infor's Project Manager will provide written status input to the Licensee's Project Manager for inclusion in the written Steering Committee status report. Infor presents the Project quality assurance review report to the Steering Committee prior to closing each phase. Steering Committee makes the decision to move forward to Execute phase. Minutes are prepared that document the decisions made during the meeting.	Project Schedule	Licensee	Steering Committee Meeting Minutes	N/A	Inclusive in all milestones
Project Risk Register	The Project Risk Register is created in the Establish	Project Schedule	Infor	Project Risk Plan	Infor Written Deliverables	Inclusive in all Milestones

Project Deliverable	Project Deliverable Definition	Prerequisite Deliverable	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
	phase. The Licensee will report risks to the Infor Project Manager for tracking.					

StepWise Execute Phase

Deliverable	Deliverable Definition	Prerequisite Deliverables	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
System Test	<p>The Licensee leads the planning for System Test.</p> <p>The test is to secure the system performance before the End Users start using the system.</p> <p>The test is performed by the Process Owners and Key Users in a controlled IT environment with all migrated / converted data.</p> <p>Performance specific test cases are defined and used to support the test. Results are recorded in the systems test cases.</p> <p>Infor will provide Infor Software guidance for the Licensee's system tuning activities, subject to the hours budgeted for System Technology Services in the Project Budget section of this SOW.</p> <p>Infor will provide Infor application guidance to the Licensee Process Owners and Key Users, subject to the hours budgeted for Implementation</p>	Approved Solution	Licensee	System Test Plan	N/A	System Test

Deliverable	Deliverable Definition	Prerequisite Deliverables	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
	Approach of Implementation Services in the Project Budget section of this SOW.					
Finalized Job Instructions	End User guides describing how to operate the Licensee's processes are finalized and distributed to the End Users.	Approved Solution Initial Job Instructions	Licensee	Learning Plan	N/A	Production Readiness
Solution Training for End Users	Training to prepare the End Users in how to manage their respective functions in the LMS system.	System Test Finalized Job Instructions	Licensee	Learning Plan	N/A	Production Readiness
Full Scale Test	<p>The test is performed in an operational IT environment using a full operational database.</p> <p>This test is performed by each End User at their normal workplace in order to make the test as close to normal day-to-day operations as possible.</p> <p>Finalized job instructions are used to support the test.</p> <p>The focus is on evaluating the Licensee End User's ability to run the system.</p> <p>After the Full-Scale Test, a formal go/no-go decision is made regarding the Go Live.</p> <p>Infor will provide Infor application guidance to the Licensee Process Owners and Key Users, subject to the hours budgeted for Implementation Approach Implementation</p>	Solution Training for End Users	Licensee	Full Scale Test Plan	N/A	Full Scale Test

Deliverable	Deliverable Definition	Prerequisite Deliverables	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
	Services in the Project Budget section of this SOW.					
Infor IT Environment Ready for Start-up	Complete all open technical activities related to the IT environment before starting up the Infor Products. Complete the technical section of the Readiness Assessment Checklist. Approve that the Infor environments are ready to go into production.	Approved Solution	Licensee	Readiness Assessment Checklist	N/A	Production Readiness
Prepare and Go Live	Infor prepares readiness assessment report for review by the Licensee. Infor will provide cut over planning guidance. The cut over tasks for Go Live are defined in the cut over plan and communicated clearly to the Licensee's organization. All cut over tasks in the Cut Over Plan are completed.	Full Scale Test	Licensee	Prepare and Plan Go Live Checklist	N/A	Production Readiness
Go Live Support	End User support is provided by the Licensee's Project team ("First Level Support"). Infor provides application support to the Licensee's Project team ("Second Level Support") as defined in the Go Live Services Scope section of this SOW. All Infor Software issues are managed by Infor.	Prepare and Go Live	Infor	Prepare and Plan Go Live Checklist	Infor Written Deliverables	Post Go-Live Support

Deliverable	Deliverable Definition	Prerequisite Deliverables	Primary Responsible Party	Document Control Deliverable Completion	Deliverable Acceptance Criteria	Milestone Reference
Project Monitor and Control	Infor's Project status report is regularly updated and distributed. The Project Schedule is regularly updated and distributed. LMS issues are managed. The Project Risk Register is updated to reflect responses to risk monitoring and control. Updates include: <ul style="list-style-type: none"> a. Results of risk assessments and reviews. b. Results of corrective action taken to control risks. 	Project Schedule	Infor	Project Status Report	Infor Written Deliverables	Inclusive in all Milestones
Project Closing	Project evaluation report is completed and reviewed with Licensee. The Project is formally closed and handed over to the Infor Xtreme Support organization.	Prepare and Go Live	Infor	Project Closing Meeting Minutes	Infor Written Deliverables	Inclusive in all Milestones

Project Deliverables Requisites:

1. Infor LMS templates will be utilized for the Project Deliverables defined above in this Section.
2. Prerequisite Deliverables must be completed before work can begin on the applicable Project Deliverable.
3. Final Project Deliverables where Infor is Primary Responsible Party will be reviewed and approved by the Licensee within five (5) working days of publication.
4. Where Infor is the Primary Responsible Party, Licensee will provide Infor with guidance and assistance upon reasonable request by Infor.

6.1 Acceptance

Acceptance Procedures

For purposes of acceptance of each Stage of the Project (or portions thereof), the parties intend to use the following acceptance procedure. All timeframes specified in the following procedures may be overridden by the Project Schedule.

A. **Written Deliverable:** Infor may submit interim drafts (stamped, noted or otherwise clearly marked "Draft") of a written deliverable to Licensee for review. Licensee agrees to review and provide comments to Vendor on each interim draft within five (5) Business Days after receiving it from Infor. Licensee will have the opportunity to review the written deliverable for an acceptance period of five (5) Business Days after delivery of the final version (stamped, noted or otherwise clearly marked "Final Draft" of the written deliverable (the "Acceptance Period"). Licensee agrees to notify Infor in writing by then end of the Acceptance Period either stating that the written deliverable is accepted in the form delivered by Infor or describing in reasonable detail any substantive deficiencies from the applicable Deliverable Acceptance Criteria set forth in the Project Budget section below that must be corrected prior to acceptance of the written deliverable. If Infor does not receive any such deficiency notice from Licensee by the end of the Acceptance Period, the written deliverable will be deemed to be accepted and an approved document marked "Approved" and dated will be provided to Licensee. If Licensee delivers to Infor a timely notice of deficiencies and the items specified in the notice are deficiencies, Infor will promptly correct the described deficiencies and return to Licensee for Acceptance. Licensee will not unreasonably withhold, delay or condition its approval of a final written deliverable. Licensee and Infor agree review and acceptance dates may be extended with mutual agreement of both parties.

Infor is responsible for tracking status of each deliverable including but not limited to the date in which it was submitted to the Licensee and date returned.

B. **Software Deliverable:** A "Software Deliverable" means a Deliverable that is delivered to Licensee under this SOW as a result of a development activity and associated hours of effort set forth in Section 3.6 Development Scope, heading: Interfaces, Business Process and Report Management above. Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove material defects through repeated testing cycles.

Infor will work with Licensee and make a good faith effort to develop a test plan with the requisite details, understanding the level of detail required may change depending on the complexity of the requested software deliverable and to test each software deliverable (the "Acceptance Tests" or "Acceptance Testing").

1. The "Acceptance Test Period" for each Software Deliverable will be thirty (30) Business Days unless an alternate time is mutually agreed upon between Infor and licensee. The Acceptance Test Period for each Software Deliverable will start within five (5) Business Days, unless an alternate start date is mutually agreed upon by Infor and Licensee, after the Software Deliverable is made available to Licensee for testing, and Infor has notified Licensee of such availability. Infor will not be obligated to deliver a Software Deliverable to licensee until Licensee demonstrates the readiness of the target technical platform and environment.

2. If Licensee determines during the Acceptance Test Period that the Software Deliverable contains a material defect, Licensee will promptly send Infor a written notice reporting the alleged material defect describing it to Infor in sufficient detail reasonably necessary for Infor to recreate it. If Infor is able to replicate the alleged defect, which is a material defect from the Specifications, then Infor will modify the Software Deliverable to remove the reported material defect and will provide the modifications to Licensee for retesting. Licensee will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Infor. In such a case, Infor and Licensee will mutually agree upon an updated Acceptance Test Period.

2. By the end of the Acceptance Testing Period, Licensee will provide Infor with a final written list reporting any outstanding material defects (the "Punch List"). Licensee will have ten (10) Business

Days after the receipt of the modifications to re-test the modified Software Deliverable to confirm that the material defects that were reported on the Punch List have been removed. If any material defects that were reported on the Punch List have not been removed, Licensee will provide Infor with written notification by the end of the retesting period reporting any such material defects. In such event, the procedures set forth in this Section 6.1.B will be repeated for the remaining material defects on the Punch List. A reported defect will not be considered a "material defect" for acceptance testing purposes if Infor is unable to replicate such defect, using Infor's commercially reasonable efforts.

3. Infor and Licensee each agrees to work diligently to achieve acceptance of Software Deliverable at the earliest possible date.

E. "Final Acceptance" involves use of the component systems within the SOW in totality in production operations for a period of sixty (60) calendar days, starting with Go-Live. If after sixty (60) calendar days the solution performs without any Priority 1 Defects, the Licensee and Infor will both issue and execute a "Final Acceptance". A Priority 1 Defect shall occur when Licensee's production system, database or component system is inoperable, a major application failure has occurred, and business processes are halted. There is no workaround available. The 60-day time frame for Final Acceptance will stop if Priority 1 Defects are found during production use and prevent further production use of the Products. The Final Acceptance process will resume on the date the Priority 1 Defect is confirmed as fixed and will continue for the remainder of the 60-day time frame. Infor will promptly address any other material defects reported to Infor during 60-day time frame, but those defects will not stop the 60 day time frame.

Project Organization Requisites: Review and move to general assumptions

1. Licensee will assign resources to the Project in accordance with roles mutually defined during Project initiation. The positions, considered the "Licensee Core Team", include technical resources from the Licensee's Information Technology organization, and functional resources from the appropriate Licensee business organizations.
2. Licensee resources assigned to the Project will be thoroughly knowledgeable about the current business practices in their respective areas and capable of performing their appropriate Project roles as mutually defined during Project initiation.
3. Infor resources assigned to the Project will be knowledgeable out the Infor Application Solution, Methodology and current recommendations for best business practices in their respective areas and capable of performing their appropriate Project roles as mutually defined during Project initiation.
4. Resources will be assigned to the Project in accordance with the requirements outlined above. Any anticipated changes to the Project Organization must be communicated to the Steering Committee within five (5) working days. The Steering Committee will evaluate the impact of any core team replacement on the Project's schedule and cost.
5. Any support from other Licensee personnel and resources, or personnel and resources from third parties retained by the Licensee, will be available to the Project team as needed according to the Project Schedule (infrastructure, network, desktop support, web-based programming) when required and will not detrimentally impact the Project timeline.

7.0 Project Budget

7.1 Fees for the Fixed Fee Services

Infor agrees to provide Licensee the Services in the scope of this SOW for which Infor is identified as the responsible Party ("Fixed Fee Services") for a total fixed fee in the amount of \$57,688.00, (USD) ("Fixed Fee").

Fixed Fee Services shall be invoiced by Infor based upon the milestone payment schedule in Section 7.3 below. Reasonable travel, living and other out-of-pocket expenses incurred are included in the milestone payment schedule in Section 7.3. All payments are due 30 days from the invoice date.

Licensee acknowledges and agrees that the Fixed Fee does not include: (i) any out of scope items not specifically identified herein, including those out of scope items listed in the "Project Exclusions" section of this SOW or otherwise any variations from the Scope of the Services to be provided. By the end of second prototype for each Project Stage, Licensee will provide Infor a prioritized list of out of scope items for evaluation. Infor will complete evaluation of the prioritized out of scope items and provide a quote of services and, if applicable, product solutions, to the Licensee. Out of scope items will be governed by the project change control process; (ii) travel time and travel and living expenses and applicable hourly overtime rates/fees applicable to "After Hours" or "Weekend Work"; (iii) any additional services or charges caused by any delays, equipment failures, data problems or otherwise any other impediments or disruptions of Infor's ability to timely and cost effectively deliver the Services, which are caused by Licensee, its employees and/or its third party agents or contractors, (iv) taxes, and/or (v) Additional Project Services Fees. Travel time and travel and living expenses will be billed and paid as otherwise set forth in this SOW, and all such additional services will be provided on a time and materials basis at fees and rates to be separately agreed upon pursuant to the party's execution of either a separate SOW or a written amendment to this SOW documenting the additional Services to be provided and the associated additional fees.

7.2 Additional Project Services

If changes or additions to scope defined within this agreement arise, the Infor Project Manager or Licensee Project manager will follow the mutually defined project change request and control procedure to have the to seek authorization for Additional Project Service funds to pay for these items. Any use of these funds will be subject to joint agreement and official sign off by both project managers and execution of a change order or Service Work Order. Billing for Additional Project Services will be performed outside of the milestone payment schedule in this section.

Infor shall provide the Licensee the Additional Project Services on a time and materials basis at the Service Fee Rates listed below for thirty (30) months from the execution date of this SOW. Billable hours not covered under the fixed fee agreement will be invoiced in accordance with the Additional Project Services Rate Card.

Reasonable travel, living and other out-of-pocket expenses incurred in providing these Services ("collectively, the "Additional Services Other Expenses") shall be invoiced by Infor as such Additional Services Other Expenses are incurred. Additional Project Services shall be invoiced by Infor monthly on a time and materials basis. Additional Services Other Expenses shall be invoiced by Infor as such Additional Services Other Expenses are incurred. Minimum time increment billed will be thirty (30) minutes.

Additional Project Services Rate Card

Infor Additional Project Services	Hourly Service Fee Rate
Application Consultant	\$210.00
Learning Consultant	\$210.00
Project Manager	\$225.00
Technical Consultant	\$210.00
Remote Developer	\$90.00

1. For on-site training, Licensee must provide, at its expense, training facilities equivalent to Infor's training facilities.
2. Licensee must pay its own travel and living expenses when attending training.

3. Hourly Service Rates do not include travel and expense.

7.3 Payment Milestones

7.3.1 The Payment Milestone Table by Project Phase is identified in Appendix B.

7.4 Payment and Milestone Acceptance

Payment Milestone Acceptance

Upon completion of a Payment Milestone set forth above, Licensee shall have the right to review the Milestone provided by Infor to Licensee under this SOW, pursuant to the StepWise methodology and the Deliverable Acceptance Criteria below.

For each Payment Milestone, there is a corresponding Holdback Amount as identified in Appendix B. Upon acceptance of all previous Payment Milestones within the Project, Infor will issue an invoice for the Holdback Amount for the Project.

Acceptance of a Payment Milestone constitutes authorization for payment of the applicable Payment Milestone Amount. Infor will present the Licensee with an invoice for a Payment Milestone Amount upon acceptance of that Payment Milestone for which payment is due within thirty (30) days of the invoice date. Should a Payment Milestone not be completed in accordance with the Payment Milestone Table due to delay or fault of both Parties, or due to a force majeure event, the Licensee Project Manager and Infor Project Manager will (1) create a mutually acceptable plan to help get the Project on schedule, and (2) extend the Payment Milestone schedule by an appropriate time period to account for the delay. In the event that completion of a Payment Milestone or an Infor Deliverable is delayed or terminated due to Licensee caused issues, Licensee shall pay Infor for the Services provided by Infor for that Payment Milestone or Infor Deliverable upon request by Infor.

Deliverable Acceptance Criteria

Criteria	Details
Project Schedule	<ul style="list-style-type: none"> • The project schedule will contain all the activities required to complete the project. • Reasonable work estimates will be used at the lowest level of activities defined. • Activity dependencies will be established (predecessors/successors). • Infor and Licensee resources will be assigned at the lowest level of activities defined.
Infor Written Deliverables	<ul style="list-style-type: none"> • The requirements of the Infor Deliverable are met as stated in the completion criteria in Section 6.1.b of the SOW. • The Infor Deliverable complies with the Infor format using the Infor standard templates. • The Infor Deliverable is consistent with other Infor Deliverables already approved. • The Infor Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.). • Procedures/documentation for the Infor Deliverables comply with the technical/business system design.
Infor Technical Deliverables	<ul style="list-style-type: none"> • Technical designs and all related Infor Deliverables are in compliance with the Functional Design Specification. • All Development meets the Technical Design Specifications, is complete and is

Criteria	Details
Project Schedule	<ul style="list-style-type: none"> The project schedule will contain all the activities required to complete the project. Reasonable work estimates will be used at the lowest level of activities defined. Activity dependencies will be established (predecessors/successors). Infor and Licensee resources will be assigned at the lowest level of activities defined.
	free of material errors.
Infor Training/workshop Deliverables	<ul style="list-style-type: none"> Licensee participant surveys are completed and returned by class/workshop participants. A follow-up plan based upon participant feedback is created by the Infor and Licensee Project Managers and submitted to Infor and the Licensee's Steering Committee for approval.
Infor Installation Deliverables	<ul style="list-style-type: none"> Completed installation exit document approved by Licensee.
Infor Testing Deliverables	<ul style="list-style-type: none"> Prototype Tests have been executed per the Prototype and Test Plan in compliance with the StepWise methodology and processes. <ul style="list-style-type: none"> Test results have been documented for all tested functionality. Test results are free of Critical or High priority errors.
Infor Configuration Deliverables	<ul style="list-style-type: none"> System configuration is complete per the application configuration documentation.

8.0 Project Quality Testing

There are four defined project approaches for StepWise test activities during the Project: (1) prototype tests; (2) acceptance test(s), which are part of the Approved Solution deliverable in the Establish phase; (3) System Test(s) and (4) Full Scale Test(s), which are deliverables in the Execute phase.

Test Guidelines

The following test guidelines apply to all StepWise Tests:

- The Licensee Project Manager and Infor Project Manager work together with the Process Owners and IT Responsible to plan the StepWise Test activities.
- Test plan, logistics, and procedures are distributed to Project team members.
- The IT environment is prepared and validated prior to start of each StepWise Test.
- Written test cases are distributed to designated testers together with applicable job instructions prior to start of each StepWise test.
- A test coordinator is assigned to organize the StepWise test and verify that procedures are properly followed.
- Licensee senior management ensures that the priority of testing is high.
- Issues identified during the StepWise Tests are classified according to the categories below and registered in the Stepwise Project database.
 - Critical: Functionality for time-critical major business process not available. No acceptable alternative method exists.
 - High: Functionality for major business process not available. Not a time-critical case or an acceptable alternative method exists.
 - Medium: Normal case processing

- Low: Cases allowing for longer-term resolution
- StepWise Tests are passed if no Critical issues are found (“Passed”). If the StepWise test is not Passed, Infor and the Licensee shall jointly agree on an action plan to take corrective measures and implement a test of the functions in question. If the StepWise test is Passed but High or Medium issues are registered, Infor and the Licensee shall jointly agree on an action plan to take corrective measures.
- StepWise Test evaluation is conducted upon completion of each StepWise test activity. Results of StepWise tests are reported to the Steering Committee.

Approach for StepWise Prototype Test

The following test guidelines apply to the StepWise Prototype Test activity:

- The scope of StepWise Prototype Test is validation of the configured business processes listed in the Business Process Scope section of this SOW.
- Licensee data used for StepWise Prototype Tests is a subset of key Licensee data either pre-populated or manually entered.
- Licensee Key Users execute the tests and record results in the test cases.
- Licensee Process Owners validate the StepWise Prototype Test results.
- StepWise Prototype Test results are recorded in the Prototype and Test Plan.

Approach for StepWise Acceptance Test

The following test guidelines apply to the project acceptance test activity:

- The scope of StepWise Test is validation and approval of the configured solution defined in the Project Scope section of this SOW, including all in scope Development identified in this SOW.
- Licensee data used for StepWise Acceptance Test is migrated / converted from the Licensee’s legacy system.
- Licensee Key Users execute the StepWise Acceptance Test and record results in the test cases.
- Licensee Process Owners validate the StepWise Acceptance Test results.
- StepWise Test results are recorded in the Prototype and Test Plan.

Approach for StepWise System Test

The following test guidelines apply to the project System Test activity:

- The scope of StepWise System Tests is validation of the Licensee’s IT environment performance defined in the System Technology Scope section of this SOW.
- Licensee data used for StepWise System Tests is migrated / converted from the Licensee’s legacy system.
- Licensee Key Users execute the StepWise System Test and record results in the test cases.
- Licensee Process Owners validate the StepWise System Test results.
- Project System Test results are recorded in the System Test Plan.

Approach for Stepwise Full Scale Test

The following test guidelines apply to the project Full Scale Test activity.

- The scope of project Full Scale Test is validation of the Licensee’s organization readiness to Go Live.
- Licensee data used for project Full Scale Test is migrated / converted from the Licensee’s legacy system.

- Licensee End Users execute the project Full Scale Test and record results in the test cases.
- Licensee Process Owners and Key Users validate the project Full Scale Test results.
- Test results are recorded in the Full Scale Test Plan.

Project Quality Strategy Requisites:

1. Written test cases are prepared in advance of the test.
2. Test results are recorded in test cases during testing activities.
3. The Licensee is responsible for testing dependence on third party resources and software which has not been supplied by Infor.
4. The Licensee is responsible for all issues caused by any third party resources and software which has not been supplied by Infor.
5. Infor will validate the Infor configuration prior to each test. The Licensee database must be available for Infor validation no less than five (5) working days prior to the commencement of each test.

9. Commercial Terms

Any delays or changes caused by Licensee, Licensee's employees, equipment, contractors or vendors may require an extension in the estimated Project schedule and/or may cause an increase in the estimated Service hours or estimated fees described in this SOW, including without limitation delays or changes due to the following: (a) a material change to or deficiency in the information which the Licensee has supplied to Infor; (b) a failure by the Licensee or vendors to perform any of their respective responsibilities under this SOW; (c) an unanticipated event that materially changes the service needs or requirements of the Licensee; (d) circumstances beyond the reasonable control of either Infor or Licensee, acts of God or other force majeure event; or (e) a change in law.

If Licensee requires that any person render Services at Licensee's site for more than 12 consecutive months: (a) Internal Revenue Code (IRC) §162 will classify all of that person's Services as an indefinite work assignment ("IWA"), (b) beginning with the thirteenth consecutive month of work at the Licensee's site, all of that person's reimbursed business expenses, including travel, lodging, meals and car rental, must be treated as taxable personal income to that person under IRC §162, (c) Infor will include these reimbursed expenses in the person's taxable compensation, and will increase that person's compensation to cover those taxes and the personal income and withholding taxes on that increase and (d) Licensee shall reimburse Infor for the entire amount of that increase.

10. General Project Requisites

The following general Project requisites apply during this Project:

1. Infor will have remote access to the Licensee network and systems as necessary to support the activities within the Project plan.
2. All Infor and Licensee Project team members will utilize an Infor Project StepWise database provided by Infor to register Project issues and store Project Deliverables.
3. The Licensee will provide appropriate office facilities to all full-time and part-time team members assigned to the Project team as may be required from time to time. This includes, but is not limited to, office space, work desks, networked computers, Microsoft Office productivity tools, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet, and VPN connection and other required resources in order to facilitate the effectiveness of the Project team.
4. Infor's personnel will have access to the office facilities at all times, as dictated by Licensee's reasonable security restrictions.
5. Infor and Licensee agree that both parties shall have the right to request removal any Licensee or Infor Project staff member engaged in improper conduct. Both parties will use commercially reasonable efforts to replace personnel removed from the project, but cannot make any guarantee on timing if personnel are removed at the request of the other party. Both Infor and Licensee will provide written notification of any key project resource changes.
6. Licensee will remain current on all available Maintenance throughout the duration of the Project.
7. The Licensee has participated in the Infor Administration and Security training as identified in the Learning Scope Section of this SOW.
8. Infor will be granted appropriate access to the system to be able to support the Licensee's solution.

11. Closing Definition

The Project described in this SOW will be closed (the "Closing Date") upon completion of the earlier of the following conditions:

- (1) the first Steering Committee meeting after the Final Go Live Date, which will be held within 45 days of the Final Go Live Date, provided that all of the following conditions are met in Section 1(a) – 1(c) below:

- a. Support, Delivery and the Licensee have completed a meeting to introduce the Licensee to the Infor Xtreme Support team and to the procedures required to access and receive paid Maintenance,
- b. There are no open Critical Issues (as defined below) assigned to Infor, and
- c. The Final Acceptance criteria for the Project has been met, or

(2) If the Steering Committee does not meet within 45 days of the Final Go Live Date and the conditions in 1a, 1b and 1c above are met, the Project is deemed to be closed, unless both Parties agree in writing to extend the Closing Date, or

(3) If the conditions in 1a, 1b and 1c above are met and the Licensee Steering Committee agrees in writing to deem the Project to be closed immediately


A "Critical Issue" is a condition where Infor Software functionality for a time-critical major business process in the scope of this SOW is not available for use and no acceptable alternative method to complete the business process exists for the Licensee.

The "Final Go Live Date" means the first date when all in-scope Infor applications within the Project of the Implementation Strategy (subject to approved change orders) are available to process a Licensee transaction for production purposes.

Approval:

The undersigned hereby approve this Statement of Work and acknowledge that it supersedes any previous versions.

For: Infor (US), Inc.



 (Authorized Signature)

Patricia Elias

 (Printed Name)

Associate General Counsel

 (Title)

February 12, 2015

 (Date)

For: City of Corpus Christi

 (Authorized Signature)

Ronald L. Olson

 (Printed Name)

City Manager

 (Title)

 (Date)

ATTEST:

 Rebecca Huerta (Date)
 City Secretary

APPROVED AS TO FORM:

 Buck Brice (Date)
 Assistant City Attorney
 For City Attorney

Appendix A: Learning Management System Services

Following are details of Infor LMS Baseline implementation services outlining the scope of services and assumptions for this implementation:

Work Tasks	Work Task Description
Project Kick-Off Meeting	One day workshop to define project scope, objectives and key milestones. This workshop will be scheduled within 30 days of contract signing, unless a later date is agreed upon by both parties.
Project Plan and Scope Document	Project Plan including project tasks, milestones, owners and timeline. Scope Document describing project structure, objectives, activities and deliverables to be provided in the course of the project.
Technical Assessment	Check-list and test scenarios for validation of Licensee's PC and network infrastructure.
Process Review	List of training topics and key configuration activities to be used as an input for Training preparation and Configuration Workshop. The list is created based on Licensee's inputs such as training process documentation and/or demonstration of the current training processes.
Core Team Administration Training	Two-day training on LMS administration functionality for the Licensee's core team up to 14 participants. Training guides are provided by Infor for each training participant.
Portal Branding	One branded portal based on Licensee's look and feel requirements (e.g. login page, logo, banner image, etc.).
LMS Hierarchy	Design and set up of System Hierarchy to reflect the structure of client's training organization. A separate meeting may be required to discuss hierarchy implications and validate proposed design.
Configuration of the interface between LMS and TM	Configuration of the standard integration interface between LMS and Talent Management to enable and test data exchange between the applications.
Configuration Workshop	One day workshop to review configuration process with Licensee's training data and gather inputs for the Configuration Plan.
Standards and Configuration Plan	Standards and Configuration Plan document listing all configuration activities, naming conventions and standards to be followed during System Configuration.
System Configuration Support	Setting up notifications, facilities, instructors, portal config, assistance with course scheduling, setting up curricula and catalogs, distribution rules, certification programs. System Configuration is a joint activity where Infor provides guidance and assistance while the majority of the actual configuration tasks are performed by the Licensee based on the Standards and Configuration Plan document.
User Acceptance Test / Pilot Support	User Acceptance session and/or targeted pilot of LMS process and functionality. This is a Licensee led activity. Infor provides assistance by sharing best practices, supporting UAT/Pilot configuration and processing feedback.

Work Tasks	Work Task Description
Roll-out Support	Final fine tuning of system configuration in support of rollout. Infor provides assistance with answering "how to" questions, configuration adjustments and issue resolution.
Project Management and Oversight	Project weekly meetings, steering committee meetings (if applicable), project administration and reporting.

Appendix B: Payment Milestone Table

Payment Milestone Number	Payment Milestones	Projected Completion week	Milestone Amount	Holdback	Payment Amount
LMS (Learning Management System)					
Establish Phase					
M-1	Milestone – Project Initiation and Team Learning:	4/6/2015	\$11,537.60	\$1,153.76	\$10,383.84
M-2	Milestone – Acceptance Test	5/15/2015	\$17,306.40	\$1,730.64	\$15,575.76
Execute Phase					
M-3	Milestone – Full Scale Test:	6/15/2015	\$11,537.60	\$1,153.76	\$10,383.84
M-4	Milestone – Complete Post-Go-Live Support:	7/13/2015	\$17,306.40	\$1,730.64	\$15,575.76
M-5	Milestone – Close Project:	8/24/2015		\$0.00	\$5,768.80
Total Payment Milestone Amount for this Project			\$57,688.00	\$5,768.80	\$57,688.00