



This Services Work Order (“Work Order” or “SWO”) is subject to all terms and conditions of the Professional Services Agreement between Infor (US), LLC (“Infor”) and **City of Corpus Christi, Texas** (“Customer”) with an Effective Date of **4/23/2021** (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.

Customer City of Corpus Christi, Texas

Opportunity Number OP-04519287

Effective Date Date of last Party’s signature

Start Services Date October 7, 2024

Prepared by Subramaniyam Vaithilingam

Service Infor CareFor Services

1.0 CareFor Services Overview

Infor’s CareFor Services (“CareFor”) are designed to assist customers with executing ongoing responsibilities in the post-go live phase related to the support, administration, and evolution of their Infor solution. Through defined capabilities within the CareFor portfolio, the CareFor Services team will help Customer sustain their Infor solution by performing certain responsibilities as defined in this Work Order.

2.0 Software & Services in Scope

Infor shall provide Customer with services for the in-scope software as identified below and as described in Section 3.0 (collectively, “Services”). The full scope of the Services will start as of the Start Services Date above unless noted below.

Software	User Count	Business Application Support	Extension Lifecycle Management		Release Impact Management
			Support for Existing Extensions	Solution Enhancement	
Infor Public Sector (IPS) – Multi-Tenant	150	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope
Infor Financials and Supply Management (FSM)– Multi-Tenant	4,000	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope
Infor Human Resources & Talent (HRT) – Multi-Tenant	4,000	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope
Infor Payroll – Multi-Tenant	4,000	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope
Infor Workforce Management (WFM) – Multi-Tenant	2,000	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope
Infor Expense Management (XM) – Multi-Tenant	5	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope
Infor Configure-Price-Quote (CPQ) – Multi-Tenant	8,000	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope

Software referenced herein is subject to the terms of the Software License Agreement and/or SaaS Agreement between the parties and nothing herein shall serve to modify such terms or expand the scope of the Software granted thereunder.

2.1 Service Consumption

As noted above, some of the service categories in the scope of the Work Order will be consumed by Customer using allocations of “Consumable Hours”, which are defined as the resource hours spent on Customer-reported issues and requests, including time spent on triage, research, estimating, troubleshooting, Customer interaction, and resolution activities.

- This Work Order includes 600 Consumable Hours for use within each year in the term of this Work Order. The Consumable Hours will be scheduled in four quarterly (3-month) allotments of 150 hours each.
- Customer will utilize their Consumable Hours entitlement for all efforts within the following service categories, and as such, related Infor efforts will be deducted from the Customer’s allocations:
 - Business Application Support as described in Section 3.1
 - Extension Lifecycle Management Support as described in Section 3.2.1
 - Extension Lifecycle Management Solution Enhancement as described in Section 3.2.2

Consumable Hours terms of usage

- Customer may carry forward no more than one-third (1/3) of the Consumable Hours allotted from any 3-month period, if unused in that period, into the next 3-month period during the Term of this Work Order.
- No carryover of Consumable Hours is permitted beyond the Term of this Work Order.
- Customer may pull Consumable Hours forward from future allotments when mutually agreed by the Parties.
- If Customer has utilized all authorized Consumable Hours and has additional requirements, Customer may purchase additional Consumable Hours as described in Section 9.0.
- Hours spent by the Customer Experience Manager (“CEM”) or Service Operations Manager (“SOM”) in support of Services governance and management are not charged against the allotments of Consumable Hours. If a CEM or SOM is required to perform Consumable Hours activities, such time will be charged to the Consumable Hours allotment.

3.0 Services Description

3.1 Business Application Support

Business Application Support refers to support of Customer issues and questions regarding use of the Infor applications beyond the scope of support defined and provided within the Customer’s Software License Agreement or SaaS Agreement. Business Application Support consists of the following, as requested by Customer:

- Troubleshoot and diagnose Customer-reported issues and service requests, and provide recommended actions for knowledge gaps, user errors, or data correction
- Answer questions about standard in-scope application configuration, features, functionality, and extensibility tools
- Escalate back to the Customer or appropriate Infor support organization if Customer issues or requests are not in the scope of this Work Order
- Assist customer with clarification or execution of Infor Support ticket responses

3.2 Extension Lifecycle Management

3.2.1 Support of Existing Extensions

Extension Lifecycle Management Support of Existing Extensions refers to support of the Customer’s current in-scope inventory of unique configurations, personalizations, workflows, reports, interfaces, and other non-standard application objects (“Extensions”), and consists of the following as requested and approved by the Customer:

- Support and troubleshoot issues that are diagnosed and confirmed to be caused by Extensions
- Remediate Extensions to resolve reported issues
- Remediate Extensions as needed in response to contents of application updates
- Revert to standard features when custom code becomes obsolete with delivery of an application update

3.2.2 Solution Enhancement

Extension Lifecycle Management Solution Enhancement refers to efforts, at Customer’s request, to create new or modify Customer’s existing Extensions and consists of the following as requested and approved by the Customer:

- Develop new Extensions as requested and defined by Customer’s business and technical requirements using Infor extensibility tools
- Update Extensions to enable new Customer business or technical requirements
- Assist with enablement of application configuration
- Assist with efforts to optimize business processes

Infor resource hours spent on Solution Enhancement requests are consumed from a fixed allotment of resource hours as defined in Section 2.1. As such, the resource(s) assigned to a service request will position a solution approach and an estimate of resource hours needed to satisfy the request. Once Customer provides approval, the CareFor team will schedule the work.

3.3 Release Impact Management

Release Impact Management refers to activities to evaluate and plan for the forthcoming cloud application update, and consists of the following:

- Review planned contents of the cloud application update and develop Customer-specific list of expected impacts
- For any Extensions included in the scope of Extension Lifecycle Management, provide recommendations for remediation and testing and review with Customer to confirm and prioritize
- Jointly establish a plan with Customer for prioritized actions to be taken

4.0 Change Control Process

“Change Control Process” means the below-described process to manage how changes that might arise during the term of the Services will be managed. Changes may include, but are not limited to, changes in efforts/costs, schedule/timeline, scope, or Deliverables.

Both parties must agree to any changes to this Work Order pursuant to the Change Control Process before any services not set forth herein are performed.

If either party believes a change to this Work Order is necessary, such party shall issue to the other party a written change request (“Change Request”). In the case of a Customer-initiated Change Request, Infor will promptly evaluate the feasibility of the Change Request following receipt and will determine the impact to the Services cost and timelines. If additional scope of work necessary for the contemplated changes are not included in the Service Fees specified in the Service Fees section of this Work Order and are requested by Customer, the rate for such additional scope of work will be established at that time based on Infor’s then-current rates.

Infor shall provide Customer a written statement (“Change Response”) describing in detail:

- Any additional scope of work to be performed because of the Change Request.
- The estimated fee associated with such additional scope of work.
- Any other information relating to the Change Request that may reasonably be requested by Customer.

Customer shall respond promptly to any Infor-initiated Change Request. If Customer’s authorized representative approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a “Change Order.” Any executed Change Order shall be deemed an amendment to this Work Order.

The Infor Customer Experience Manager and the Customer primary contact recorded in the Customer Profile Document shall administer any approved Change Order. If Customer rejects an Infor-initiated Change Request, or any Change Response, Infor and Customer shall proceed to fulfill their obligations as originally agreed under this Work Order and any subsequent Change Order.

5.0 Services Delivery

5.1 Service Management

Infor assigns two roles to guide the overall execution of the Services for Customer as follows:

- Customer Experience Manager (CEM)
 - Provides post go-live service delivery oversight and serves as escalation point for Customer
 - Leads regularly scheduled service management meetings to discuss current activities and align on plans and priorities
 - Provides monthly service reporting and leads customer discussion of KPI performance
 - Serves as Customer contact for any non-standard requests
- Service Operations Manager (SOM)
 - Supports and integrates with the activities of Customer Experience Manager as needed
 - Manages the day-to-day operational progress and priority of incidents and requests from Customer submission through resolution
 - Coordinates the resources and actions of the CareFor delivery team in line with Customer issue severities
 - Ensures status is communicated to Customer as defined and agreed in the Customer Profile Document

5.2 Service Engagement

The following summarizes the engagement process for Customer service requests and Infor in subsequent support of service requests:

- Support a specific, limited number of Customer users of the Services who will be identified and named in the Customer Profile Document and enabled to submit support requests in the Infor incident management system (“Key Users”)
- Key Users will log issues and service requests as service incidents within the Infor Support Portal and add email addresses of any other Customer users who should be notified of service incident updates. Solution Enhancement requests are to be routed directly to the CareFor queue, whereas all others must be routed per standard procedure through Infor Support.

- If the incident is within the scope of the Services, the Customer will be notified, and at which point the CareFor Service Operations Manager will initiate the Services under this Work Order.
- The service incident will be assigned to a CareFor resource based on the description and severity of the incident.
- The assigned CareFor resource(s) will review the incident and, if needed, collaborate with the Customer Key User to understand and resolve the issue or request.
- Once a service request or issue resolution is completed and tested by the CareFor team, the Customer will be notified, and Customer will be responsible for user testing and confirmation of resolution.

5.3 Service Levels

In delivery of the Services, Infor categorizes Customer requests according to the following Severity Levels. Once requests are routed to the CareFor team and a resource is assigned to address the request, they will engage with the Customer contact via the Infor Support Portal to clarify the request, gather information, or request a meeting if necessary (collectively, "Response"). The below summarizes the target response times for the Services:

Severity	Category	Description	Target Response Times
Severity 1	Critical Production Service Unavailable	Service is unavailable for all users in production, or a critical business process in production has halted with no acceptable workarounds	Per Customer's contracted Infor product support plan response times
Severity 2	Major Impact	Service is severely impaired causing disruption to important business processes and there is no acceptable workaround.	
Severity 3	Medium Impact	Service is partially impaired. There is disruption to Important business processes, but there is an acceptable short-term workaround	
Severity 4	Standard	Service is fully operational. There are questions regarding functionality of the software or an issue where an acceptable workaround exists	
	Solution Enhancement	Service request for new Extensions to existing solution to meet new or changed Customer business requirements	Within 24 business hours

6.0 Services Transition

After Work Order execution, Infor will engage with Customer to conduct transition and onboarding activities to prepare to deliver the Services. This period shall involve the following activities:

- Assignment by Customer of a transition lead to work with Infor on the development of a transition plan and manage the timely execution of related Customer responsibilities
- Alignment on a transition plan, drafted by the Customer Experience Manager and Service Operations Manager, of service enablement deliverables, owners, stakeholders, and timelines
- Review by the CareFor team of Customer's related technical and process documentation
- Development and confirmation with Customer of a Customer Profile Document, specific to Customer, describing the aligned service and operational model, communication plan, and ongoing service reporting
- Enablement of Customer identified Key Users of the Services with set up and training in CareFor service ticket creation and management using the Infor Support Portal

7.0 Services Assumptions

The following assumptions apply generally to delivery of the Services in this Work Order and are in addition to any service category assumptions defined in Section 3.0:

Services Design

- All services will be performed remotely. If Customer requests, and the Parties mutually agree, that Infor provide onsite visits, Customer shall pay for reasonable travel and living expenses.
- All communication will be in English.
- Business hours for the Services are between 8:00 am and 5:00 pm US Central Time Monday through Friday
- Customer will have no more than eight (8) Key Users of the Services.
- Customer Key Users have a base knowledge and working understanding of the Infor applications, business processes, and technical skills related to their roles and will provide end user application support, including application navigation and end user process execution guidance.

Infor Requirements to Deliver the Services

- Customer has a current, valid, and paid contract for Infor Support for all the Infor products in scope.

- All the credentials needed to access the in-scope Infor products and to provide the Services will be provided by Customer.
- Customer will provide relevant contacts to assist Infor CareFor personnel during both transition and ongoing delivery of the Services. Failure to do so may impact Infor’s ability to resolve incidents.
- If necessary, site-to-site VPN information will be provided by the Customer to the CareFor team for configuration of the site-to-site VPN tunnel.
- Customer will provide complete and accurate documentation of their key business processes and Extensions for in-scope applications. Where Infor Global Professional Services (“GPS”) is the implementation partner, the CareFor team will work with the GPS team to gather all available GPS-generated documentation as a first step.
- If requested, Customer will provide evidence of successful testing as documented for all in-scope Extensions. Where requested evidence of successful testing can’t be provided by Customer, Infor’s ability to resolve incidents may be impacted. Resolution may require a separate engagement with Infor Global Professional Services or a certified Infor consulting partner. Any cost to Customer would be in addition to fees shown in Section 9.0 below.

Limitations to Services Scope

- Should Customer’s named user counts shown in Section 2.0 increase by more than 10% at any time during the Term, the CareFor Change Control Process shall be followed to address such change in scope.
- This Work Order does not include the delivery of consulting project work. As such, Infor reserves the right to consider a Customer-requested work effort to be a consulting project for reasons that include, but are not limited to, the requirement of deliverables not described in this Work Order, the inherent need for project management or integrated architecture design by Infor, or a requirement of services noted below in Section 8.0. Infor uses an expected level of effort of forty (40) or more Consumable Hours as a trigger to evaluate the nature of Customer-requested work efforts. If Infor determines a Customer-requested work effort to be a consulting project, the effort must then be engaged under a separate Work Order with Infor Global Professional Services or other consulting services provider.
- Unless mutually agreed by the Parties, Customer will be responsible for test script development, test script maintenance, and test execution, related to or resulting from the Services
- Unless mutually agreed by the Parties and included in the scope of Solution Enhancement, Customer will be responsible for documentation for use by or to support Customer’s end users.
- If additional Software or application modules are added or other changes to the scope of the Services are made, these will be accommodated as a Change Order to this Work Order after mutual review and acceptance by the Parties.
- All changes to the Services will be handled using the CareFor Change Control Process described in Section 4.0.

8.0 Exclusions

The following is a list of specific notable exclusions to the Services. This list is complementary to the scope of the Services defined above and within the Work Order, as such it does not represent a comprehensive list of exclusions to the Services.

- Any other Infor product-related support or services not specifically defined herein
- Services or responsibilities within the scope of Infor Software Support or Infor Cloud Operations
- Services for any third-party products not listed in Section 2.0
- Infor and any other Software licensing
- Infor product maintenance/support fees
- New site rollouts, implementations, migrations, or initial application tenant setup
- User acceptance testing
- End-user training
- Data archiving services
- Data correction execution or any other DBA services
- All support of Customer hardware and software used to access in-scope software

9.0 Services Fees

Services Fees for Year 1	
Quarterly Fee	Total Year 1 Fees
\$61,322.85	\$245,291.40

Services Fees for Year 2	
Quarterly Fee	Total Year 2 Fees
\$61,322.85	\$245,291.40

Services Fees for Year 3	
Quarterly Fee	Total Year 3 Fees
\$61,322.85	\$245,291.40

Services Fees for Year 4	
Quarterly Fee	Total Year 4 Fees
\$61,322.85	\$245,291.40

Services Fees for Year 5	
Quarterly Fee	Total Year 5 Fees
\$61,322.85	\$245,291.40

***All amounts are in US Dollars unless otherwise specified**

- The Services provided pursuant to this Work Order are provided on a fixed fee basis. Any variation to this Work Order must be agreed to in writing by the Parties to amend this Work Order accordingly. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables.
- The Total Contract Value (TCV) for sixty (60) months is \$1,226,457
- Additional allotments of Consumable Hours for the scope in Section 2.1 can be purchased in blocks of 40 hours at a cost of \$6,800.

10.0 Payment Schedule

Quarterly Fees will be invoiced in advance of the three-month period to which such fees apply. Fees do not include applicable taxes, which will be added to each invoice. Customer will pay each Infor invoice within 30 days from the date of the invoice in accordance with the Agreement.

11.0 Work Order Term

This Work Order shall commence as of the Effective Date set forth above and shall continue for an initial term of sixty (60) months from Start Service Date (the "Initial Term"). After the Initial Term, this Work Order shall automatically renew for successive one-year terms, (a "Renewal Term") unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of a Renewal Term. 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 this Work Order, and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) Customer has exhausted all legally available means for making payment called for under this Work Order, and (iii) no funds have been appropriated for the acquisition of such Services, then Customer may terminate this Work Order at the end of any fiscal period by giving notice to Infor as soon as reasonably practicable. Customer represents that funding has been appropriated sufficient to pay amounts due under this Work Order for the current fiscal year.

After the Initial Term, the annual renewal cap shall be six percent (6%) or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater and shall apply to future annual renewals.

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

INFOR (US), LLC

Signature: _____
 Printed Name: _____
 Title: _____
 Address: _____
 Address: _____
 Signature Date: _____

City of Corpus Christi, Texas

Signature: _____
 Printed Name: Josh Chronley
 Title: Assistant Director of Contracts and Procurement
 Address: 1201 Leopard Street
Corpus Christi, TX 78401
 Signature Date: _____

Invoices MUST be mailed to:

Company Name:
 Contact Name:
 Address:
 Address:
 Phone:
 Email Address:

Contact, if different from above:

Printed Name:
 Title:
 Address:
 Address:
 Phone:
 Email Address:

SERVICES ENGAGEMENT SET UP – INTERNAL USE ONLY	
Engagement Manager:	
CLARITY USERS	
Time Approver:	Alternate Approver:
Item Class:	Product:
CHANGEPOINT USERS	
Expense & Alternate Approver:	
Customer Acct #:	RHQ/Business Unit:
Customer Type:	Billing Office:
Region/Vertical:	Location State (Work Performed):
Item Class:	Product: