



MULTI-YEAR RENEWAL FORM (SUBSCRIPTION SERVICES)

This Multi-Year Renewal Form (the “Renewal Form”) is subject to the terms of the Subscription License and Services Agreement between Infor (US), Inc. (“Infor”) and City of Corpus Christi (“Licensee”) with an Effective Date of May 15, 2013 (the “Agreement”). Pursuant to this Renewal Form, the parties are modifying and renewing Subscription Services that were ordered pursuant to the Order Forms between the parties dated: June 1, 2016 (the “Order Form(s)”). This Renewal Form shall replace the Order Form(s), and shall define the Subscription Software and Subscription Services, for the Renewal Term set forth below. All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Renewal Form control over the terms of the Agreement and any Order Form(s).

Capitalized terms not defined in this Renewal Form are defined in the Agreement. In the event the capitalized terms in this Renewal Form differ from the terminology used in the Agreement, references herein to: “Subscription Software” and “Component Systems” shall have the same meaning, refer to the computer software programs identified this Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Programs or Licensed Programs; “Support” may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and “License Restriction” means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction

Effective Date: The date of counter signature by Infor

The Parties agree as follows:

1. Any terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement.
2. The parties agree that the Renewal Term shall be extended for 36 months to 6/13/2022 (“Renewal Term”). However, the continuation of the Renewal Term after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering the applicable annual renewal as an expenditure in said budget, and it is within the sole discretion of the City’s City Council to determine whether or not to fund the next annual term. The Customer does not represent that this budget item will be adopted, as said determination is within the City Council’s sole discretion when adopting each budget.
3. The Renewal Term applies to access to the Subscription Software set out below and the related Subscription Services:

	Part # (if applicable)	Subscription Software	License Restriction*	Type	Support Level**
			Quantity		
1	XMERSUBSCR	Expense Management Subscription for Expense Reports	20,000	DO	CXT
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					

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

* If specified in the License Restriction field:

EU - "End Users" means Licensee's current (i.e. non-terminated) full-time, part-time, or seasonal employees, consultants or contractors who either (i) use the Component System directly or (ii) whose records, schedules, or related data are processed by the Component System. CU - "Concurrent Users" allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System. NU - "Named Users" allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time. The Licensee agrees to assign to each Named and Concurrent User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user. CC - "Concurrent Connections" is the means by which the Component System is accessed by users up to the stated maximum number of individual connections simultaneously logged on to any or all of the Component Systems at any given point in time, irrespective as to whether or not any such connection is actually using resources related to the Component System. SV - "Server" means the Component System is licensed to each specific physical hardware server on which the component system is installed or utilised, and Quantity is the maximum number of servers permitted under the License. SI - "Site" means a single, independently managed, (i) Licensee-owned operating facility located at a specific physical address or (ii) a separate legal entity, to which the Component System has also been licensed in the Agreement, at the same physical address; for which Licensee utilises the Component System to process information for that single site or entity. An operating facility may include, but is not limited to, a manufacturing plant, warehouse distribution site, data centre site, or central office.

"CXT" = Infor Essential (24X5)/ "CXT" = Infor Premium (24x7)/"CXTE"= Infor Customer Success Plus program

**Support Level: : Licensee is eligible to receive the standard support that Infor makes generally available to its subscription customers. Descriptions of the CXT and CXT Support plans can be found at <http://www.infor.com/cloud/subscription/>. A description of the CXTE Customer Success program can be found at <https://www.infor.com/support/customer-success-plus/>.

5. Renewal Term and Subscription Fees

Renewal Term: 6/14/19 to 6/13/2022

Total Fee for Renewal Term: \$228,846.60

Currency: USD

6. Payment Terms

Payment Schedule:

\$76,282.20 (plus applicable taxes) is payable on or before 6/14/2019

\$76,282.20 (plus applicable taxes) is payable on or before 6/14/2020

\$76,282.20 (plus applicable taxes) is payable on or before 6/14/2021

Licensee shall pay all invoices within 30 days of the date of the invoice.

Invoice Address: 1201 Leopard Street
Corpus Christi, TX 78401

Contact Email: TracyA@cctexas.com

Contact Title: IT Application Supervisor

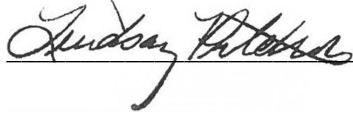
Contact name: Tracy Andreadis

Account ID: 100013196

Contact Tel: 361-826-3149

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

The foregoing terms and conditions are agreed by the following authorised representatives of the parties:

Infor (US), Inc.	City of Corpus Christi
Signature	Signature
 _____	_____
Name: Lindsay Pritchard	Name:
Title: Associate General Counsel	Title:
Date: May 30, 2019	Date:
_____	_____