



LAWSON SOFTWARE

SERVICES LEARNING ORDER FORM

This Services Learning Order Form ("LOF"), which is effective as of the latest date signed below after both Parties have signed ("Effective Date"), supplements:

Indicate applicable document:  Master Terms and Conditions (version dated on or after Jan. 24, 2005)  
 Master Services Agreement  
 Services agreement dated

entered into between **Lawson Software Americas, Inc.** ("Lawson"), and the "Customer" identified below. Capitalized terms not otherwise defined in this LOF have the same respective meanings as contained in the applicable document indicated above.

|  |                      |                  |
|--|----------------------|------------------|
| <b>Customer Name</b>                     | City of Columbus, OH | <b>ID # 6551</b> |
| <b>Contact Name*</b>                     | Misti Cole           |                  |
| <b>Contact E-mail</b>                    | mdcole@columbus.gov  |                  |
| <b>Contact phone Number</b>              | (614) 645-0775       |                  |
| <b>Address</b>                           | 90 West Broad Street |                  |
| <b>City</b>                              | Columbus             |                  |
| <b>State/Zip or Province/Postal Code</b> | OH, 43215            |                  |

\* The Customer contact must have an active myLawson.com user ID set up prior to Lawson creating the Learning Credit account. The named contact will receive Learning Credit activity reports.

1. **Services and Rates.** During the twelve (12) month period commencing on the Effective Date (the "Term"), Lawson shall provide Customer the specifically identified services ("Services") for the Services Fees listed below.

a. Purchase of Services

| Learning Services | Description  | Price per Unit | Total Services Fee* |
|-------------------|--------------|----------------|---------------------|
| Learning Credits  | 12 credits** | \$750.00       | \$9,000.00 USD      |
|                   | <b>Total</b> | N/A            | \$9,000.00 USD      |

\* The Services Fees are not estimates and are non-refundable. Additionally, the Services Fees do not include applicable Taxes (including but not limited to sales, GST, and VAT) which will be added as appropriate to the Customer invoice associated with this LOF.

\*\* The total number of Learning Credits purchased by the Customer is known as a "Learning Block"

b. Redemption of Learning Credits

| Learning Services                    | Description          | Number of Learning Credits Being Redeemed |
|--------------------------------------|----------------------|---|
| Lawson Online Learning Suite         | N/A                  | N/A                                       |
| Lawson Online Learning Suite Renewal | N/A                  | N/A                                       |
|                                      | <b>Total Credits</b> | N/A                                       |

2. Use of Services.



(a) For Lawson Online Learning Suite:

- i. Use of the Lawson Online Learning Suite includes access to all then current generally available courses in the OnDemand Collection, Simulation Collection and Interactive Webcast Collection for the Suites listed.
- ii. Use of Lawson Online Learning Suite is limited to authorized User of Customer.

(b) For Learning Credits:

- i. Customer can redeem purchased Learning Credits through (i) registration for courses made available through the Lawson Learning Management System, or (ii) as otherwise agreed to in writing signed by the Parties. The current balance of Learning Credits available to a Customer will be maintained in the Lawson Learning Management System.
- ii. Learning Credits can be used only for applicable Lawson Learning Offering (the "Offering") which include: Public Training, Client Site Training, Online Learning Suite, Training Facilities Rental, Remote Server, and Learning Accelerator Services. This Offering does not include training for the following products: Lawson Cloverleaf, Lawson HIE, and/or Lawson MediSuite ("Excluded Product Training"). Lawson reserves the right to amend and revise the schedule of the Offering and the list of Excluded Product Training in its sole discretion. The then-current version of the Offering and Excluded Product Training lists will be made available at the following web address: <http://www.lawson.com/wcw.nsf/pub/university>.
- iii. Customer may not redeem Learning Credits to pay for any travel expenses invoiced to Customer for the utilization of any Learning Credits. Customer understands and agrees that they will be invoiced separately for all reasonable travel expenses associated with the utilization of Learning Credits.
- iv. Under no circumstances will a Customer's Learning Block be extended beyond the Term of this LOF. All Learning Credits must be utilized and related training completed during the Term of this LOF.
- v. Use of Learning Credits is limited to authorized User of Customer.

**3. Cancellation of Services.** All Services Fees paid by Customer are not refundable. With regard to registered courses, the then current Lawson Learning Management System Cancellation Policy ("Cancellation Policy") applies to all training registrations purchased with Learning Credits. Lawson's then current Cancellation Policy is available on the Course Registration website (insert link). Cancelled Services are subject to the Unused Credits provisions stated above.

|   |  |                                 |
|---|--|---------------------------------|
| <b>For Lawson Software Americas, Inc.</b> |  | <b>For City of Columbus, OH</b> |
|   |  |                                 |
| (Authorized Signature)                    |  | (Authorized Signature)          |
|   |  |                                 |
| <b>Printed Name</b>                       |  | <b>Printed Name</b>             |
|   |  |                                 |
| <b>Title</b>                              |  | <b>Title</b>                    |
|   |  |                                 |
| <b>Date</b>                               |  | <b>Date</b>                     |

Lawson may elect to cancel this LOF if Customer has not signed and delivered this LOF to Lawson on or before end of business November 8, 2010.

At the beginning of the Term, Lawson will provide Customer with a welcome letter that provides Customer with access instructions for the Services purchased above.