



PRODUCT ORDER FORM
Lawson Software Customer Agreement

Order Form No: 00007007.0

This Product Order Form and the attached Schedules ("POF") is entered into by the Lawson Group company and the "Customer" named below (collectively "the Parties"), and is effective as of the latest date signed below after all Parties have signed ("Effective Date").

This POF is part of the Lawson Software Customer Agreement and is governed by the Lawson Master Terms and Conditions signed by Customer. The definitions in Schedule 1 to this POF supplement the definitions in the Lawson Master Terms and Conditions. If any terms of this POF conflict with the Lawson Master Terms and Conditions, this POF governs that conflict for only the Products listed in this POF.

The Schedule(s) to this POF lists each of the Products licensed to Customer under this POF, and Schedule 1 to this POF describes additional applicable terms. Certain Products may have additional usage restrictions as described in the Schedule(s) to this POF for that Product.

Customer Entity Name:	City of Columbus
Address:	90 West Broad Street
City:	Columbus
State/ZIP/Postal Code :	Ohio 43215-9000
Country:	United States

Lawson must receive an original manually signed Customer signature on this POF, unless Lawson elects to accept a copy of this POF signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures below.

Lawson Software Americas Inc
41-1251159

Customer: City of Columbus
ID # 6551

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Number of Schedules:

Schedule 1 to
PRODUCT ORDER FORM

1. **Bronze Maintenance Level.** Customer's maintenance level is Bronze (as defined in the Support Operations Handbook) for the Lawson-Maintained Products listed in the Schedule(s) to this POF. All Products licensed to Customer must have the same maintenance level.
2. **Payment Terms.** Customer shall pay all net license fees listed in the Schedule(s) to this POF and all Maintenance Fees for the Initial Maintenance Period, plus applicable Taxes, within 30 days after the invoice date. Annual Maintenance Fees for subsequent Maintenance Periods are payable 30 days before each renewal.
3. **Maintenance Terms and Fees for the Lawson-Maintained Products listed in the Schedule(s) to this POF.**
 - 3.1 *Initial Maintenance Period.* If the Lawson-Maintained Products are delivered on or between June 1 and February 28/29, the *Initial Maintenance Period* for those Products will commence on delivery and end on the first May 31st that occurs after delivery. If the Lawson-Maintained Products are delivered on or between March 1 and May 31, the *Initial Maintenance Period* for those Products will commence on delivery and end on the first May 31st that occurs more than 11 months after delivery.
 - 3.2 *Maintenance Fees for Initial Maintenance Period.* Unless otherwise stated in this POF, the annualized "Maintenance Fees" for the Initial Maintenance Period for the maintenance level specified in Section 1 above are: (a) 20.00 % of the total Net Lawson license fee listed in the Schedule(s) to this POF for all Lawson-Maintained Products that are Lawson Products, plus (b) 20 % of the list amount of each line item "Third Party License Fee" listed in the Schedule(s) to this POF for each Lawson-Maintained Product that is a Third Party Product.
 - 3.3 *Maintenance Fee for First Annual Renewal of Maintenance.* For the first 12 months of renewed Maintenance at the same maintenance level specified in Section 1 above (after the Initial Maintenance Period for all Lawson-Maintained Products listed in the Schedule(s) to this POF), the annualized Maintenance Fee will be the same as the annualized Maintenance Fee for the Initial Maintenance Period, plus up to a 4.00 % increase.
4. **POF Definitions.** The following definitions supplement the definitions contained in the Lawson Master Terms and Conditions:
 - 4.1 *LMP or Lawson-Maintained Products* means the Products listed in the Schedule(s) to this POF that are initially eligible for Maintenance from Lawson.
 - 4.2 *LMP-REQ'D* means a Lawson-Maintained Product that must remain under Maintenance if Customer is to receive Maintenance for any other Lawson-Maintained Products.
 - 4.3 *No LMP* means a Product that is not maintained by Lawson. Customer may elect to purchase at Customer's expense from the applicable Third Party Supplier available maintenance for the Third Party Products, specified as *No LMP* (if any) in the Schedule(s) to this POF.
 - 4.4 *Products* means the Software described in the Schedule(s) to this POF and the Documentation for that Software.
 - 4.5 *S* means source code is delivered with the Product.
 - 4.6 *License Term* means, unless otherwise specified in the Schedule(s) to this POF, a perpetual period for the Products listed in the Schedule(s) to this POF.
 - 4.7 The following definitions are interchangeable in any prior document that is part of the Lawson Software Customer Agreement: (a) *Client* and *Customer*, (b) *Support* and *Maintenance* and (c) *LSP* and *LMP* (Lawson Maintained Product).
 - 4.8 *TP-LMP* means a Third Party Product that is only maintained by Lawson at the Bronze level for the Initial Maintenance Period. After the Initial Maintenance Period, Maintenance will be subcontracted to, performed and invoiced by the applicable Third Party Supplier
5. **Maximum Use Designation Definitions.** The respective Maximum Use Designations listed in the Schedule(s) to this POF are defined as follows below. If any of the following defined terms are not used elsewhere in the Schedule(s) to this POF, then those defined term(s) do not apply to this POF:

S3 Definitions:

- 5.1 *MCPU* means *Maximum Central Processing Units*, which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPU* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.2 *MCPUC* means *Maximum Central Processing Unit Core* which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPUC* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.3 *MP* means *Maximum Persons*, which is the maximum number of persons deriving benefit from the use of the Products designated as *MP* (if any) in the Schedule(s) to this POF, including without limitation any

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- person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).
- 5.4 *MS* means *Maximum Servers*, which is the maximum number of physical hardware servers on which each Product designated as *MS* (if any) in the Schedule(s) to this POF, may be installed.
- 5.5 *MUC* means *Maximum Users Concurrent*, which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as *MUC* (if any) in the Schedule(s) to this POF.
- 5.6 *MUN* means *Maximum Users Named*, which is the maximum number of individuals (*Named Users*) that may be authorized by Customer to use the respective specific Product designated as *MUN* (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A *Named User* of one Product designated as *MUN* may not use other Products designated as *MUN*, unless Customer has obtained a License for that *Named User* to use each of those specific Products designated as *MUN*.
- 5.7 *MUS* means *Maximum Users Seats*, which is the maximum number of Customer's workstations on which the Products may be installed, designated as *MUS* (if any) in the Schedule(s) to this POF.
- 6. Non-Production Use of Certain Products.**
- 6.1 *Development/Test and Training.* The following applies to any Lawson Products (excluding System Foundation) listed on the Schedule(s) to this POF: (a) Customer may install those Products on one development/test server and on one training server (in addition to the licensed production server(s)), (b) Customer may allow up to 10 Users (in addition to the maximum number of Users shown on the Schedule(s) to this POF) to use those Products for development and testing, with a database that is separate from any production database and (c) Customer may allow its Users (within the Maximum Use Designations) to use those Products for training. System Foundation Products and Third Party Products are licensed separately for development/testing and training, and may be used for development/testing and/or training only if designated for that purpose in a Schedule to a POF.
- 6.2 *Disaster Recovery and Failover.* If any Products listed in the Schedule(s) to this POF are designated as "Disaster Recovery" or "Failover," Customer may: (a) install those Disaster Recovery Products on only one Disaster Recovery server and install those Failover Products on only one Failover server, (b) use the Disaster Recovery Products and the Failover Products to test those servers, and (c) use the Disaster Recovery Products and the Failover Products in production, only as long as the primary production system is inoperable.

Schedule (S3&HCM)

Agreement Number:

Customer Entity Name:	City of Columbus
Address:	90 West Brood St
City:	Columbus
State/Zip or Province/Postal Code:	OH 43215
Country:	USA
Client ID:	6551

Currency in this schedule:	USD
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The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 1.0: PRODUCT

**THE PRODUCTS BELOW ARE RESTRICTED TO INSTALLATION AND
USE ON ONLY THE PLATFORM TECHNOLOGY INDICATED IN SECTION 1.1 OF THIS SCHEDULE**

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Business Process Management							
ProcessFlow Integrator	PFX	MCPUC	8		LMP	40,000	

SECTION 1.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 1.0

[Specific Operating System Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level	Database
		WINDOWS		

SECTION 5.0 - LICENSE FEES PAYABLE FOR THIS SCHEDULE:

	Lawson License Fee	Third Party License Fee
FEES PAYABLE		
USD		
1. Gross License Fees:	40,000	
2. Less Discount on Lawson Products:	21,500	
3. Net License Fees Total:	18,500	
TOTAL LICENSE FEES PAYABLE	18,500	