

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 3

#008.15.B1

DATE: MAY 17, 2017

BACKGROUND

This Agreement was entered into on the 1st day of December, 2014, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and Versifit Technologies, LLC, 103 W. College Avenue, Suite 923, Appleton, WI 54911 (hereinafter referred to as the "Contractor").

The agreement is for the Contractor to provide a data warehouse system in accordance with requirements outlined in the agreement.

The Board desires to expand the level of services by the Contractor to include a Senior Solution Developer (SSD).

The Contractor has submitted a Statement of Work (SOW) and resume of the planned assigned SSD. The SOW and resume are attached and incorporated herein.

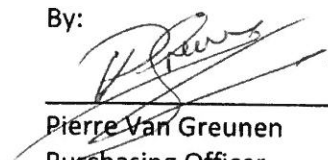
The period of service of the SSD will be [REDACTED] The cost of the services will be an all-inclusive total of \$96,000.

There are no other changes.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first above-written.

BOARD OF EDUCATION OF
HOWARD COUNTY

By:



Pierre Van Greunen
Purchasing Officer

Howard County Public School System

(SEAL)

CONTRACTOR

By:



Signature

Versifit Technologies, LLC

Digitally signed by Brian Pritzl

DN: cn=Brian Pritzl,
o=Versifit Technologies
LLC, ou=Operations,
email=pritzlb@versifit.
com, c=US

Date: 2017.05.17
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AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 3

#008.15.B1

DATE: May 17, 2017

This Agreement, will continue to be in effect throughout this Amendment, was entered into on the 1st of December, 2014. By and between the Board of Education of Howard County ("Board") and Versifit Technologies, LLC ("Versifit") at 210 W College Ave, Appleton, WI 54911. The Agreement is for Versifit to provide a data warehouse system in accordance with requirements outlined in the Agreement.

Amendment No. 3 is an Agreement for Versifit to provide further support in the form of a full-time Senior Solution Developer (SSD) for [REDACTED], starting May 22, 2017. Terms and Conditions from Agreement #008.15.B1 apply to Amendment No. 3 unless otherwise noted in Amendment No. 3.

The term of this Agreement shall commence upon the Effective Date of this Agreement, and unless terminated pursuant hereto, shall continue so long as any Services are being provided by Versifit to Client as set forth the Statement of Work. This agreement will end after the allotted [REDACTED] unless otherwise extended in writing and agreed upon by Client and Versifit.

RECITALS

- A. Client desires to engage Versifit in work that includes support from a Versifit Senior Solution Developer (SSD) for [REDACTED], starting May 22.
- B. If assigned SSD is not able to complete identified tasks, Versifit agrees to provide a developer capable of completing the tasks.
- C. This Agreement coincides with Client's existing Premium Support Agreement; thus, Premium Support services persist throughout this Agreement.
- D. Versifit wishes to provide described services for Client pursuant to this Agreement.

VERSIFIT RESPONSIBILITIES

Versifit commits to the following responsibilities during the duration of this [REDACTED] Agreement.

- 1. Review Client provided project plan and deliverables for approval. Deliverables and timeline will be attached to Agreement as Appendix B.
- 2. Provide dedicated support by Senior Solution Developer (SSD).
- 3. Provide services both on site and remotely, as noted in the schedule below. Changes to this schedule will be communicated to Client in advance for approval.

Start Date	End Date	Location
May 22	[REDACTED]	VERSIFIT OFFICE
[REDACTED]	[REDACTED]	At HCPSS

- 4. Work with the client to ensure all tasks are tracked in JIRA, and record time in CRM with the description of the JIRA
- 5. If SSD is unable to complete a task due to lack of knowledge, he will report the ticket to the associated Project Manager (PM) who will then identify a developer capable of completing the work. The identified developer's time will be associated with Premium Support.

Project Communication, Governance, and Escalation. Versifit will prepare a standard weekly status report for Client key stakeholders. Status calls will be scheduled based on Client preference and schedule. Project issues with delivery and/or resources will be reported to Versifit personnel identified in this Agreement.

CLIENT RESPONSIBILITIES

Described below are the tasks Client is responsible for in order to support this project. The deadline for completing the tasks are provided; not adhering to the provided schedule will result in an extended completion date and possible further costs to be negotiated in writing.

Task	Description	Deadline
Project Plan	Client will provide a project plan of major deliverables and dates for completion	May 19, 2017
Dedicated Support	Provide one dedicated resource to support SSD, as needed.	Ongoing
Onsite Resources	Client will provide SSD with access to required hardware, software, and office resources (e.g., desk, monitors, etc.)	Ongoing

COST OF PROJECT

An invoice for the initial total fee of \$96,000 will be sent to Client upon acceptance of this Agreement. The agreed upon fees are as follows: [REDACTED] = \$96,000. Travel costs are included in this [REDACTED] rate.

Invoices. Invoicing for authorized services will be sent to:

Justin Benedict
 Executive Director Information Technology
 Howard County Public Schools 10910
 Clarksville Pike
 Ellicott City, MD 21042
 Ph: 410.313.6844
 Email: justin_benedict@hcpss.org

Client represents it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within Client's biennial appropriation or limitation. Within thirty (30) days of receipt, Client shall pay Versifit's invoice. If Client objects to any charges, Client shall provide Versifit with a detailed written explanation within twenty (20) days of receipt of the invoice. Client shall not retain or hold back any amount of an invoice unless permitted by the Statement of Work or based on an objection timely made under this Agreement. Any retained or held back amount shall bear a reasonable relation to the cost of addressing the objection. Versifit reserves the right to charge a 1.5% monthly service charge on overdue balances.

VERSIFIT PERSONNEL

Identified below are the Versifit personnel primarily responsible for completing the tasks described in this Agreement.

Title	Name
Customer Success Manager	Matthew Riese

Senior Solution Developer	Mike Priewe
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See Appendix A for Senior Solution Developer resume. Subject to change as required for completion of finalized Client objectives. Any changes in personnel will be communicated to Client within ten (10) days of the change.

CLIENT PERSONNEL

Identified below are the Client personnel primarily responsible for completing the tasks described in this Agreement.

Title	Name & Email
Executive Director Information Technology	Justin Benedict, justin_benedict@hcpss.org

Any changes to Client personnel must be communicated to Versifit in writing within ten (10) days of the change. Changes to key Client personnel may result in extending the completion deadline and incur further costs. Changes to the deadline and costs will be documented in writing by Versifit.

ACCEPTANCE

This document fully describes the products/services to be delivered to Howard County Public Schools by Versifit. Acceptance confirms the work will be completed as described and payment will be issued by Howard County PS, unless otherwise amended to this Agreement.

IN WITNESS THEREOF, Howard County Public Schools and Versifit Technologies, LLC have caused this work statement to be executed by their authorized representatives.

Versifit Technologies LLC

Howard County Public Schools

Authorized Signature

Clay Anderson

CFO

Click here to enter a date.



Authorized Signature

Pierre Van Greunen

Purchasing Officer

05/17/2017

Click here to enter a date.

Appendix A
Senior Software Developer Resume

Appendix B
Project Plan for Deliverables
[to be provided]