

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 2

#008.15.B1

DATE: December 22, 2016

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 provided by the Contractor to include a Senior Solution Developer (SSD).

The Contractor has submit 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 \$120,000.00.

The Premium Support Year 5 due on June 30, 2019 shall be reduced from [REDACTED].

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:

 (SEAL)

Douglas Pindell,

Director of Purchasing

Howard County Public School System

CONTRACTOR

By:



Signature

Versifit Technologies, LLC

**Versifit Technologies, LLC
Statement of Work**

RECITALS

- A. Client desires to engage Versifit in work that includes support from a Versifit Senior Solution Developer (SSD) for [REDACTED] starting January 17, 2017.
- 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 full-time 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
17-Jan	[REDACTED]	IN OFFICE
[REDACTED]	[REDACTED]	At HCPSS
[REDACTED]	[REDACTED]	IN OFFICE
[REDACTED]	[REDACTED]	At HCPSS
[REDACTED]	[REDACTED]	IN 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 Customer Success Manager (CSM) 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	January 13, 2016
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 \$120,000 will be sent to Client upon acceptance of this Agreement. The agreed upon fees are as follows: [REDACTED] = \$108,000. Travel costs are estimated to be \$12,000; costs in excess to this amount will be billed accordingly.

Invoices. Invoicing for authorized services will be sent to:

Justin Benedict
Director of Data Management
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 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

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
Director of Data Management	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.

Appendix A

Senior Software Developer Resume

VERSIFT TECHNOLOGIES, LLC
1000 UNIVERSITY AVENUE
SUITE 1000
ANN ARBOR, MI 48106
(734) 761-5000
www.versift.com

EXPERIENCE

Senior Software Developer
Versift Technologies, LLC
Ann Arbor, MI
2014 - Present

Developed and maintained a web application for managing client relationships and sales. The application is built using ASP.NET, MVC, and Entity Framework. I worked on the front-end using jQuery and Bootstrap, and the back-end using C# and SQL Server. I also worked on the database design and optimization.

Worked on a mobile application for iOS and Android. The application is built using Xamarin and Xamarin.Forms. I worked on the front-end using XAML and C#, and the back-end using ASP.NET and SQL Server.

EDUCATION

B.S. in Computer Science
University of Michigan
Ann Arbor, MI
2011

SKILLS

ASP.NET, MVC, C#, SQL Server, Entity Framework, jQuery, Bootstrap, Xamarin, Xamarin.Forms, XAML, iOS, Android

PROJECTS

Client Relationship Management System
A web application for managing client relationships and sales. The application is built using ASP.NET, MVC, and Entity Framework. I worked on the front-end using jQuery and Bootstrap, and the back-end using C# and SQL Server.

HOBBIES

Reading, hiking, and playing guitar. I also enjoy watching sports and traveling.

REFERENCES

John Doe, Software Engineer, Versift Technologies, LLC
John.Doe@versift.com
734-761-5000

Jane Smith, Senior Software Developer, Versift Technologies, LLC
Jane.Smith@versift.com
734-761-5000



Section 1.1. Definitions

1.1.1 "Agreement" shall mean this Agreement, including all amendments, supplements, and modifications hereto, and any documents incorporated by reference herein.

- 1.1.2 "Company" shall mean Versifit Technologies, LLC, a Delaware limited liability company.
- 1.1.3 "Customer" shall mean any individual or entity that purchases or uses the Services.
- 1.1.4 "Data" shall mean any information, including but not limited to, text, graphics, audio, video, or other data that is processed, stored, or transmitted by the Services.
- 1.1.5 "Device" shall mean any hardware or software device used to access the Services.
- 1.1.6 "Services" shall mean the services provided by the Company to Customers.
- 1.1.7 "User" shall mean any individual who uses the Services.

Section 1.2. Terms and Conditions

1.2.1 The Services are provided on an "as is" basis, without any warranty, express or implied, of any kind.

Section 1.3. Intellectual Property

1.3.1 All content, including text, graphics, audio, video, and other data, contained in the Services, is the property of the Company and is protected by copyright and other intellectual property laws.



Appendix B
Project Plan for Deliverables
[to be provided]