

CONTRACT MODIFICATION AGREEMENT

Date: Jun 28, 2017

Contract No.: 12-221-0013-KMH – Hosted SaaS for Housing and Residence Life

Modification No.: 8

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: StarRez, Incorporated

This Contract Modification Agreement is entered into pursuant to Section V. "General Terms and Conditions", Paragraph N. "Changes to the Contract" (page 10), as follows:

DESCRIPTION OF MODIFICATION:

WHEREAS, the parties hereto entered into that certain Residential Housing Management Solution ("RHMS") contract #12-221-0013-KMH dated July 2, 2012, whereby Contractor was granted exclusive rights to provide the required services and licensed software products in accordance with the information and requirements contained in that certain Request for Proposal #12-221-0013-KMH;

WHEREAS, to date the Contractor has worked collaboratively with the Client to develop implementation and integration requirements, and as necessary appropriate business and operational processes to ensure the successful hosting and use of Contractor's proposed Residential Housing Management Solution;

WHEREAS, the Client desires to expand the collaborative effort by increasing through onsite consulting and training staff knowledge of the system to maximize efficiency and use of same;

WHEREAS, the Contractor has the experience, knowledge, and tools to provide the desired onsite consulting and training services;

WITNESSETH that Contractor and the Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **Hosted Technology Addendum:**

The Old Dominion University Hosted Technology Addendum dated July 11, 2017 and all of the provisions therein, shall be incorporated into the Contract Agreement by and between Old Dominion University and StarRez, Incorporated upon execution of this Contract Modification #8.

2. Except for the changes provided herein, all other terms and conditions of the original Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Client and Contractor.

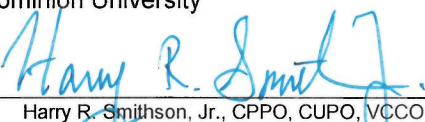
CONTRACTOR:
StarRez, Incorporated

By: 

Title: Vice President

Date: 07/12/2017

CLIENT:
Old Dominion University

By: 
Harry R. Smithson, Jr., CPPO, CUPO, VCCO

Title: Assistant Director, Procurement Services

Date: 7/14/2017

OLD DOMINION UNIVERSITY
Hosted Technology Services
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

CONTRACTOR NAME: StarRez

DATE: July 11, 2017

The University and the Contractor are this day entering into a contract renewal and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor, StarRez. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. This addendum replaces Attachment B of original contract and Addendum Form dated June 27, 2012, and shall be the governing and prevailing document should any conflict arise in the language and/or terms and condition of the original contract agreement and Attachments A, C and D, as applicable.

The Contractor represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the University for all goods, services and other deliverables under this contract shall not exceed the one-time Software License fee of \$149,800, the first-year Hosting fees of \$23,400 for the system and \$12,000 for a separately hosted test environment. Annual maintenance is provided free for the first year and will require payments in years two and subsequent years as shown in Exhibit A of this Contract and/or as mutually agreed upon via a contract modification.

Payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Old Dominion University, Finance Office, Rollins Hall Room 202, Norfolk, Virginia 23529 (or to invoice@odu.edu). The total cumulative liability of the University, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the University.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the University. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the University, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, below paragraphs **2 through 27** shall take precedence over any provisions in the Contractor's form agreement that conflict with the provisions herein.

1. Definitions:

- a. The "Agreement" includes the contract, this addendum and any additional addendums and attachments to the contract.
- b. "University" or "the University" means Old Dominion University, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
- c. "Vendor" or "the Vendor" means the contractor, firm or organization that is selected to fulfill this Agreement, including any subcontractor selected by the Vendor to fulfill any portion of this Agreement.

- d. "University Data" is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
 - e. "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by Old Dominion University under federal or Commonwealth of Virginia law.
 - f. "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
 - g. "Service" or "Services" means any goods or services acquired by the University from the Vendor.
2. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
 3. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the University before the contract is considered in effect;
 4. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
 5. Requiring the University to indemnify or to hold harmless the Contractor for any act or omission;
 6. Requiring transportation terms other than 'FOB Destination', with potential risk loss passing to University at delivery by Contractor to 'FOB Origin/Point'.
 7. Requiring or stating that during term of agreement the Contractor shall be the sole and exclusive provider of the associated goods and/or services.
 8. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
 9. Requiring the University to maintain any type of insurance either for the University's benefit or for the contractor's benefit;
 10. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
 11. Obligating the University to pay costs of collection or attorney's fees;
 12. Granting the Contractor a security interest in property of the University.
 13. Requiring any total or partial compensation or payment by the University of unpaid fees, whether current or future, for lost profit and/or as liquidated damages in the event of early termination of the then current term if for other than breach by the University, i.e., the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement, etc.;

14. Imposing interest charges contrary to that specified by the *Code of Virginia*, § 23-38.90, Specifically §46 of the *Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia*.
15. Delaying the acceptance of this contract or its effective date beyond the date of execution;
16. Limiting or adding to the time period within which claims can be made or actions can be brought;
17. Limiting the liability of the Contractor for property damage or personal injury;
18. Permitting unilateral modification of this contract by the Contractor;
19. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the University.
20. Requiring the 'confidentiality' of the agreement, in whole or part, without exclusion to allow for the disclosure and/or release of specified confidential information in accordance with applicable law.
21. Contractor certifies that the software does not contain any locks, worms, counters, CPU references, virus, or any other device capable of halting the operations of the software and/or altering the data or the program(s).
22. This Contract, including maintenance and support Services, may be renewed annually by University after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the University elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract prices(s) of the previous contract term increased/decreased by no more than the lesser of (1) the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or (2) 5%.
23. This agreement is subject to the Vendor related provisions of the Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. This manual can be found at: <http://www.odu.edu/af/materiel/polpoc>.
24. No less than sixty (60) days prior to the expiration of the then current term, Contractor shall provide the University with a new contract agreement/price quote/proposal that must include (i) the new term dates, (ii) associated services and deliverables, (iii) new term pricing structure, and (iv) all associated terms and conditions and/or other documentation that reviewed, agreed to and executed by the University.
25. Upon University's decision to renew and/or extend any agreement, no less than thirty (30) days prior to the expiration of the then current term, the Contractor shall provide a valid invoice to the University.
26. The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

27. The Contract, and any future modification/addendums thereto, shall survive the assignment or change in control by the Contractor and as such shall remain in full force and apply to the successor, assignee, or acquirer as if no assignment or change in contract had occurred.
28. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and the Vendor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.
29. **Disclosure:** Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
30. **Data Privacy:**
- a. The Vendor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
 - b. University Data will not be stored outside the United States without prior written consent from the University.
 - c. The Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Vendor will ensure that the Vendor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement. If the Vendor will have access to the University's Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the limitations and requirements imposed on school officials. The Vendor will use the Education records only for the purpose of fulfilling its duties under this Agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.
31. **Data Security:**
- a. The Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

- b. The Vendor will store and process University Data in a secure site that makes publicly available their SOC 2 or SOC 3 reports, or other security report deemed sufficient by the University.
- c. The Vendor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, the Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) at no less than 128-bit level encryption.

32. Data Authenticity, Integrity and Availability:

- a. The Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Vendor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, “is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.”
- b. The Vendor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
- c. The Vendor will maintain an uptime of 99.5% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

33. Employee Background Checks and Qualifications:

- a. The Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check;.

34. Security Breach:

- a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Vendor will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, the Vendor will not provide notice of the incident directly to individuals whose Personally

Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

- b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided and when the Vendor is at fault for the Security breach, the Vendor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. When at fault, the Vendor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach. This clause 34.b is not applicable when the Security Breach is not caused by errors or negligence of the Vendor.

35. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, the Vendor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Vendor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. The Vendor will make itself and any employees, contractors or agents assisting the Vendor in the performance of its obligations under the Agreement available to the University at no cost to the University based upon claimed violation of any laws relating to security and/or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason.

36. Data Transfer Upon Termination or Expiration:

- a. The Vendor's obligations shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- b. Upon termination or expiration of this Agreement, the Vendor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. The Vendor shall ensure that

such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.

- c. In the event that the University requests destruction of its data, the Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred University data. The Vendor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
- d. The Vendor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Vendor's facilities to remove and destroy University-owned assets and data. The Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

37. Audits:

- a. The University reserves the right in its sole discretion to perform audits of the Vendor at the University's expense to ensure compliance with the terms of this Agreement. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, the Vendor will at its expense conduct or have conducted at least annually a(n):
 - i. vulnerability scan, performed by a scanner approved by the University, of the Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
 - ii. formal penetration test, performed by a process and qualified personnel approved by the University, of the Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
- c. Additionally, the Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at University expense, the Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

38. Compliance:

- a. The Vendor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor personnel visiting the

University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Vendor upon request.

- b. The Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Vendor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

39. No End User Agreements: This Agreement and any Vendor provided agreement(s), including but not limited to End User License Agreement(s) ("EULA's), are the entire agreement between the University (including University employees and other End Users) and the Vendor. Should the Vendor enter into other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be valid except for those provisions and/or terms and conditions which may conflict with this Addendum, whereas the terms of this Agreement shall apply.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by: Harry R. Smithson, Jr., CPPO CONTRACTOR by William Quarta

Signed: Harry R. Smithson, Jr. Signed: 

Title: Assistant Director, Procurement Services Title: Vice President

July 11, 2017

ODU – STARREZ CONTRACT EXHIBIT A – UPDATED JULY 2017

Licensed users and beds:

Concurrent user licensed: Up to 100
Residence beds licensed: Up to 4,600

Modules & features licensed:
- INITIAL CONTRACT – Licensed July 2012

	Qty	Product: Product Name
MODULES INITIAL BUNDLE	1	StarRez Housing System Includes: <ul style="list-style-type: none"> • Main Resident Directory • Built-in Reporting, Charting, Occupancy Graph, & Analysis Tools • User-Defined Dashboard • Email / Mail Merge Tools & Correspondence Tracking • Accounts, Financial Reporting • System Administration • Single Sign-On for Staff • Electronic check in/out
	1	License for test environment
	1	Auto Room Allocation
	1	Automated Housing Billing Tools
INTEGRATION INITIAL BUNDLE	1	Integration - Demographic Import – Standard (from Banner)
	1	Integration - Financial Export – Standard (to Banner)
	1	Integration - Meal Plans Export – Standard (to POS system)
	1	Integration - Portal Payment
	1	Integration - Portal SSO
	1	Integration - REST Web Services API
	1	Integration - Room Assignment Export – Standard (to Banner)
PORTAL INITIAL BUNDLE	1	Portal – Platform
	3	Portal - Housing Accommodation Includes: <ul style="list-style-type: none"> • 1 online electronic contract signature per application • Standard Roommate feature per application
	1	Portal - Roommates (Advanced)
	1	Portal - Room Selection (including Lottery management)
CLOUD SERVICES	1	StarRez Cloud - Education
	1	StarRez Cloud - Education - Test Environment

- **Addendum #1 – Licensed November 2012**

	Qty	Product: Product Name
Additional Modules / features	1	Integration - Security Card Access Export – Standard

- **Addendum #2 – Licensed November 2012**

	Qty	Product: Product Name
Additional Modules / features	1	Additional Portal - Housing Accommodation Includes: <ul style="list-style-type: none"> 1 online electronic contract signature per application Standard Roommate feature per application

- **Addendum #3 – Licensed Feb 2013**

	Qty	Product: Product Name
Additional Modules / features	1	Customization of portal payments

- **Addendum #4 – Licensed Mar 2013**

	Qty	Product: Product Name
Additional Modules / features	1	Additional portal pages (emails)

- **Addendum #5 – Licensed Jun 2013**

	Qty	Product: Product Name
Additional Modules / features	1	Additional Portal - Housing Accommodation Includes: <ul style="list-style-type: none"> 1 online electronic contract signature per application Standard Roommate feature per application
	1	Early arrival portal process
	1	Cancellation portal pages
	1	Room Inventory (Client + Portal)
	1	iOS Mobile Room Inspections
	1	Visitor Tracking module
	2	Portal Form – Custom (damages form and appeals)

- **Addendum #6 – Licensed August 2013**

	Qty	Product: Product Name
Additional Modules / features	1	Directory and Fast Check-In iOS App

- **Addendum #7 – Licensed January 2014**

	Qty	Product: Product Name
Additional Modules / features	1	Date Dependent Room Configuration

- **Addendum #8 – Licensed July 2014**

	Qty	Product: Product Name
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Your Cloud Partner in Developing
Successful Residential Communities

Additional Modules / features	1	Data Subscription
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- **Addendum #9 – Licensed October 2014**

	Qty	Product: Product Name
Additional Modules / features	1	New features of Portal applications (LLCs, Roommate Groups, Room Change/swap)

- **Addendum #10 – Licensed March 2015**

	Qty	Product: Product Name
Additional Modules / features	1	Custom tools for deposits

PRICING			
ITEM	LICENSE FEE	ANNUAL MAINTENANCE FEE	ANNUAL CLOUD HOSTING FEE
License Fees Initial contract - JUL 2012	\$149,800	\$26,964	
Annual Cloud Hosting Fee (production) – JUL 2012			\$23,400
Annual Cloud Hosting Fee (test) – JUL 2012			\$12,000
License Fees Addendum #1 – NOV 2012	\$4,050	\$810	
License Fees Addendum #2 – NOV 2012	\$10,078	\$2,015	
License Fees Addendum #3 – FEB 2013	\$1,350	\$270	
License Fees Addendum #4 – MAR 2013	\$2,000	\$360	
License Fees Addendum #5 – JUN 2013	\$50,330	\$12,942	
License Fees Addendum #6 – AUG 2013	\$0	\$1,251	
License Fees Addendum #7 – JAN 2014	\$15,750	\$3,150	
License Fees Addendum #8 – JUL 2014	\$10,170	\$2,034	
License Fees Addendum #9 – JUL 2014	\$7,055	\$1,494	
License Fees Addendum #10 – JUL 2014	\$0	\$0	

Total Annual maintenance as of July 2017 : \$51,290

Total Annual Cloud Hosting Fees as of July 2017 : \$35,400