

CONTRACT MODIFICATION AGREEMENT

Date: August 2, 2016, 2016

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

Modification No.: 6

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 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. Training and Consulting:

a. Onsite:

Twenty-three (23) days onsite training and consulting on the following dates:

i. August 8 – 11, 2016:

- a) 8:00 a.m. – 4:00 p.m. (EST);
- b) Travel days Sunday and Friday

ii. August 15 – 18, 2016:

- a) 8:00 a.m. – 4:00 p.m. (EST);
- b) Travel days Sunday and Friday

iii. August 24 – 27, 2016:

- a) 8:00 a.m. – 4:00 p.m. (EST) onsite hours;
- b) Travel days Tuesday and Sunday

iv. **August 29 – September 1, 2016:**

- a) 8:00 a.m. – 4:00 p.m. (EST) onsite hours;
- b) Travel days Sunday and Friday

v. **September 7 – 9, 2016:**

- a) 8:00 a.m. – 4:00 p.m. (EST) onsite hours;
- b) Travel days Tuesday and Saturday

vi. **September 12 – 15, 2016:**

- a) 8:00 a.m. – 4:00 p.m. (EST) onsite hours;
- b) Travel days Sunday and Friday

b. **Remote/On-line:**

- i. Up to eight (8) hours of remote support during the week of August 1, 2016;
- ii. Client to provide Contractor with list of topics, and Contractor will provide necessary resources to deliver remote/on-line training and consulting;
- iii. All support calls outside of Contractor's standard *StarCare* support must be scheduled by Client at least 24 hours in advance;
- iv. Should Contractor be unable to provide necessary resources, the remote/on-line training and consulting may be either (1) rescheduled, or (2) deleted from this contract modification, as mutually agreed to by Client and Contractor.

2. **Terms and Conditions:**

- a. The terms and conditions of current contract and license agreements shall apply to this modification, unless otherwise stated herein, including paragraph 3.c.vi.1) – 4), *Travel and Expenses*.
- b. All travel related expenses (airfare and/or other transportation costs such as taxis or car rentals, hotel, meals, etc.), will be invoiced and due to be paid Net 30 days after receipt of proper invoice.

3. **Pricing:**

a. Onsite Training and Consulting @ \$1,500 per day (23-days):	\$ 34,500.00
b. Remote/On-line Training and Consulting @ \$200 per hour:	\$ 1,600.00
c. Less Services Volume Discount:	(\$13,100.00)
d. Net Total Cost Client:	\$23,000.00

4. **Payment Terms:**

One hundred percent (100%) due Net 30 days after receipt of proper invoice for services stated in above paragraph 1.a. and 1.b.

- 5. 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: 
David Meale William Quarta

Title: Vice President

Date: 08/02/2016

CLIENT:
Old Dominion University

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

Title: Assistant Director, Procurement Services

Date: 8/2/2016