

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number:	110	Program Name:	Permanent School Fund
Org. Code:	701	Legal/Funding Authority:	Texas
Speed Chart:	7A006	Constitution, Article VII	
Payee Name:	Altvia Solutions, LLC	Payee ID:	010718123
ISAS Contract #:	3320	PO #:	

CORRECTED

Amendment No. 2

**AMENDMENT TO
STANDARD CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY
AND**

Altvia Solutions, LLC (formerly known as Application Experts, LLC)
NAME OF CONTRACTOR

590 Burbank Street, Unit 225, Broomfield, CO 80020
MAILING ADDRESS INCLUDING ZIP CODE

Effective September 1, 2016, it is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said contract as follows:

TEA shall pay contractor in connection with the Contract Project during the period ending August 31, 2017 at the rates, terms, and conditions as specified in the Original Contract with no changes, except the matters addressed in the items below:

- 1) The Contract is hereby amended to substitute the name "Altvia Solutions, LLC" in place of the name "Application Experts, LLC" throughout the Contract; provided, however, that this amendment is intended only to reflect that the name of the Contractor has changed and is not intended to, and the parties agree that it shall not, change in any way any of the substantive rights, obligations, or terms of the Contract.
- 2) Appendix 1 Section B of the TEA Standard Contract is revised to add additional services as described in the attached Software Order Form and are incorporated herein.

All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written.

It is agreed and accepted by a person authorized to bind Contractor that all terms and conditions of this amendment are effective commencing on the above date.

Typed Name:

Kevin Kelly

Typed Title:

CEO

Kevin Kelly
Authorized Signature

This section reserved for Agency use.

I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency this 13th day of December 2016
(month/year) by a person authorized to bind Agency.

Return three (3) copies with original signature to:

Catherine A. Civileto
Texas Permanent School Fund
Texas Education Agency
400 West 15th Street, Suite 1100
Austin, Texas 78701
512.463.9201


Shirley Beaulieu, Associate Commissioner
Finance/ CFO

APPENDIX 1

A. The definition of terms in the General Provisions are incorporated herein.

B. Description of Services/Activities:

- 1) Software subscription to use Alternative Investment Management (AIM) software in accordance with the following tiered fee pricing:

Number of Users	Annual Fee per User
1 - 14	\$2,400.00
15 - 19	\$2,300.00
20 - 24	\$2,200.00
25 - 29	\$2,100.00
30 - 34	\$2,000.00
35 - 39	\$1,900.00
40+	\$1,800.00

- 2) Software subscription to use AIM Inbox functionality in accordance with the following tiered fee pricing:

Number of Users	Annual Fee per User
1 - 14	\$216.00
15 - 19	\$204.00
20 - 24	\$192.00
25 - 29	\$180.00
30 - 34	\$168.00
35 - 39	\$156.00
40+	\$144.00

C. Current Fee Structure:

As of September 1, 2016, TEA has the following user profile for AIM licenses:

Software	# of Authorized Users	Annual Subscription Fee	Total Annual Fee
Alternative Investment Management (AIM) Annual User License	17	\$2,300	\$39,100.00
AIM Administrator License	4	\$0	\$0.00

Effective November 1, 2016, TEA has the following user profile for AIM In-Box:

Software	# of Authorized Users	Annual Subscription Fee	Total Annual Fee (prorated)
AIM Inbox User License	9	\$216	\$1,620.00

Contractor agrees that as the number of authorized users increases and a new pricing tier is implemented, a credit will be issued for all existing licenses for the year in which additional users are added and the pricing tier is maintained. Additional users may be added from time to time and Annual Subscription Fees for additional users will be invoiced pro-rata accordingly.

D. Invoicing Cycles Remaining under the Contract:

Annual Subscription Fees will align with the TEA fiscal cycle. As such, they should be submitted annually in accordance with this schedule:

Second Invoicing Cycle – Initial Term	September 1, 2016 – August 31, 2017	Invoice date: 09/01/2016
First Optional Renewal Cycle	September 1, 2017 – August 31, 2019	Invoice date: 09/01/2017
Second Optional Renewal Cycle	September 1, 2019 – August 31, 2021	Invoice date: 09/01/2019
Third Optional Renewal Cycle	September 1, 2021 – August 31, 2023	Invoice date: 09/01/2021

- E. No funds shall be used to pay for food costs (i.e., refreshments, banquets, group meals, etc.) unless requested as a specific line item in the contract fee schedule in Appendix 1 by the Contractor and approved (prior to expenditures occurring) by TEA.
- F. Unless otherwise indicated by TEA, payment under this Contract is only by reimbursement upon satisfactory performance of services. Payment will be made upon submission of properly prepared and certified invoices which detail the services provided during the invoice period and associated costs. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Payee Identification Number (PIN) on all invoices/expenditure reports. The information provided on the invoice must coincide with the fee schedule detailed herein.