

# **MODIFICATION TO EXHIBIT C SUBCONTRACTOR SERVICES AGREEMENT**

## **Version 6**

THIS ADDENDUM is made to the Subcontractor Agreement between Computer Aid, Inc. (“Contractor”) and \_\_\_\_\_ (“Subcontractor”) dated \_\_\_\_\_.

The following changes have been made to the Subcontractor Agreement and will become effective January 1, 2019:

Section 8.0. Orders and Compensation, Subsection B Fees and Payments shall be amended to the following:

1. Subcontractor is not required to submit invoices to the Supplier. Subcontractor employee must enter time into the VMS on a weekly basis or as directed by the Supplier or Customer. Timesheets will not be considered valid until approved by the Customer within the VMS. The payment terms shall be outlined in the payment cycle schedule posted to the CAI Supplier Portal at <http://vaitcl.compaid.com>, and shall be dependent on approval of time by the Customer within the VMS during the payment cycle time period.
  - a. Supplier shall use its best efforts to pay all approved time within 30 calendar days from the end of the payment cycle, subject to timely payment from the Customer. All time not approved by the Customer during the payment cycle time period shall be accounted for in the next cycle based on approval date within the VMS.
  - b. Supplier agrees to pay Subcontractor the vendor rates set forth on the Engagement within the Vendor Management System (VMS), which is PeopleFluent, for all Customer-Approved billable hours for services rendered by Subcontractor during the term of this Agreement. The payment will be based on a payment cycle schedule which will be published on the aforementioned Supplier Portal.
  - c. Subcontractor shall have the option of 15 calendar day net payment from the end of the payment cycle time period, subject to charge of one percent (1%) of the invoice amount to be retained by the Contractor. All time not approved by the Customer during the payment cycle time period shall be accounted for in the next cycle based on approval date and subject to the 1% charge.
  - d. Subcontractor is required to pay all of its subcontractors or subconsultants for all work that the subcontractor or subconsultant has satisfactorily completed no later than ten (10) days after the Subcontractor has received payment from Supplier. Should the Subcontractor fail to make payment as set forth herein, Supplier shall be entitled to engage the subcontractor or subconsultant directly and Subcontractor shall release any non-compete or non-solicitation agreement it may have with the subcontractor or subconsultant.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the day and year written below.

**CONTRACTOR**

COMPUTER AID, INC.

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUBCONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date