**Memorandum of Understanding**

**Between**

**Bowman Systems, LLC,**

**Michigan Coalition Against Homelessness**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The purpose of this Memorandum of Understanding is to provide for the direct invoicing of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by Bowman Systems LLC (“Bowman”) for software and services provided under that Software and Services Master Agreement executed by and between Bowman and Michigan Coalition Against Homelessness (“MCAH”) dated May 1, 2015 (the “Agreement”).

The parties agree that the Agreement remains in full force and effect in accordance with its terms except as modified by this Memorandum of Understanding. If there is any conflict between this letter and the Agreement, the terms of this Memorandum of Understanding shall prevail. Our further agreements are as follows:

1. Bowman agrees to invoice \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ directly for their allocated software and services provided pursuant to the Agreement.
2. Bowman and MCAH agree this Memorandum of Understanding does not transfer any rights or obligations from the parties named in the Agreement.

The execution of this letter by the parties shall constitute approval and acceptance of the terms stated herein. Please evidence your agreement that the foregoing accurately reflects our agreement by having the following authorized representatives of the parties execute and return the enclosed duplicate original of this letter.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015

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J. Philip Stephens, CPA NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief Financial Officer TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bowman Systems, LLC ORGANIZATION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ORGANIZATION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_