CONTRACT RENEWAL LETTER

Date:	September 29, 2026	
Contract #:	UCPJMU5321	
Service:	Disability Services Information Management System	
Renewal Period:	10/8/2026 to 10/7/2027	
Renewal #:	8 of 9 One-Yr	
Issued By:	James Madison University	
	Colleen Johnson, Lead Commodity Contract Officer	Ph: 540-568-3137
		Fx: 540-568-7935
Contractor:	Symplicity LLC	
	Attn: Steven Shortell	
	4040 Wilson Blvd Ste 300	
	Arlington, VA 22203	Ph: 202-297-6002
Contract Administrator:	Cover Heishman, Student Affairs	
	Brittany Dioszeghy, ODS	

Description of Renewal Notice:

Contract Modifications: The following modifications are hereby incorporated into contract UCPJMU5321.

1. The attached *Symplicity Master Customer Agreement* is hereby added to contract.
2. RFP #MLO-972 Special Term and Conditions are hereby modified by mutual written agreement:

   a) Amendment to *Cancellation of Contract*

   B. CANCELLATION OF CONTRACT is hereby struck and replaced with the following:

   B. CANCELLATION OF CONTRACT:
   Termination Rights. Ordered products and services are non-cancellable for the Order Term stated on an Order Form. Either party may terminate this Agreement/Contract, an Order Form and/or Statement of Work if the other party breaches such Agreement/Contract, an Order Form and/or Statement of Work and fails to cure such breach within thirty (30) days of written notice of breach or within thirty (30) days in the case of breach for Purchasing Agency non-payment. Contractor may terminate this Agreement and any underlying Order Forms or Statements of Work immediately if Licensee breaches any of the terms of Symplicity Master Customer Agreement Sections 1.1 License; Ownership, 1.2 Restrictions, or 1.3 Ownership.

   Effect of Termination. Upon termination of this Agreement/Contract, an Order Form and/or Statement of Work, as the case may be, for any reason: (i) all rights and obligations of the parties under this Agreement/Contract and/or such License, Order or Statement of Work will automatically terminate except for rights of action accruing prior to termination, (ii) all amounts due thereunder shall be due within 30 days after the date of termination. Purchasing Agency shall immediately return to Contractor or destroy all Confidential information and applicable Licensed Software/Technology and Documentation, provided to Purchasing Agency, as well as any and all copies thereof. Termination shall not relieve either party of any payment obligations arising prior to termination. In the event that the Purchasing Agency terminates the Agreement due to Contractor's uncured breach, Contractor shall promptly refund all prepaid funds prorated from the date that notice of breach was given through the end of the service term.

b) Amendment of *Nonvisual Access to Technology* to *Accessibility*

Z: NONVISUAL ACCESS TO TECHNOLOGY is hereby struck and replaced with the following:

Z. ACCESSIBILITY:
A. Compliance Requirement. All information and communications technology (ICT) purchased or upgraded pursuant to this Contract for use by any covered entity of the Commonwealth shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia.

B. Certification or Documentation. For ICT delivered under this Contract that will be used by a covered entity of the Commonwealth or made available to the public, Supplier must certify that the ICT conforms with "accessibility," as that term is defined in Virginia Code § 2.2-3501.

If the Supplier cannot certify full conformance of accessibility, the Supplier must provide:

Supplier-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and

a Supplier-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.

C. No Waiver of Supplier Obligations. Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the covered entity of the Commonwealth may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive Supplier's obligations to comply with accessibility requirements and provide required certifications or documentation.

Contract Renewal: In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up to this point and as included above. The contract pricing will increase by 5% and is as follows:

2026 – 2027 Renewal Pricing

- Accommodate Software Subscription: $10,187.10
- Advocate Complete Annual subscription: $15,627.94
- 2 Days of Onsite Training (includes all travel expenses): $4,167.45
- Professional Services: $260.46 per hour

Symplicity Corporation

By: Michael Dunn

Michael J. Dunn

Name (print)

CFO

Title

09/29/26

Date Signed

James Madison University

By: Colleen Johnson

Colleen Johnson, CPPB, CUPO

Name (print)

Lead Commodity Contract Officer

Title

09/29/26

Date Signed

Symplicity Master Customer Agreement

This Symplicity Master Customer Agreement is entered into and effective as of the Effective Date by and between Symplicity LLC, located at 4040 Wilson Blvd, Suite 300, Arlington, VA 22203 ("Symplicity") and the James Madison University ("Customer" or "Licensee"), each a 'Party' and together the 'Parties'.

1. **License; Ownership.**

1.1. License. Subject to the terms and conditions hereof, Symplicity hereby grants to Licensee, and Licensee hereby accepts, for the term specified in each applicable Order Form ("Term"), a non-exclusive, non-transferable license for Licensee's own internal business purposes to use the Symplicity software, software-as-a service or other products referenced in Order Form and licensed APIs (the "Licensed Software/Technology"), web hosting services, support services provided by Symplicity and deliverables from additional consulting and services that Symplicity may perform under a PSRA ("Professional Services") (collectively the "Program") solely for the internal business purposes of the named Customer in accordance with the Program documentation made available by Symplicity ("Documentation") to Authorized Users of Customer.

1.2. Restrictions. Licensee shall not modify, improve, enhance, adapt, translate, reverse engineer, disassemble, re-engineer, or decompile the Program or Documentation for any purpose or in any manner whatever or alter, remove or obscure any patent, trademark or copyright notice in the Program or Documentation. Licensee may make only so many reproductions of the Documentation as is necessary to exercise the rights granted to it hereunder. Licensee shall not use the Program or Documentation for any purpose or in any manner except as explicitly stated herein.

1.3. Ownership. Symplicity shall own any and all right title, and interest in and to the Program and the Documentation, including, but not limited to, any and all trademark, copyright, trade secret, patent, and other intellectual property and proprietary rights therein and thereto. Symplicity reserves all right, title, and interest in the Program and Documentation not explicitly and expressly granted to Licensee in this Agreement.

1.4 API License. (a) If Licensee is purchasing an application programming interface ("API") license or a product with an included API service, Symplicity grants Licensee a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, to access each such API solely for Licensee's internal business use by its Authorized Users and in accordance with Documentation provided by Symplicity. Licensee may not utilize the APIs to provide data to third party applications except those third parties with valid API licenses with Symplicity. (b) Licensee may not use or install the API(s) for any other purpose without Symplicity's written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. Symplicity reserves the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of Symplicity services. (c) Upon request, Symplicity may require pre-approval by Symplicity of any implementation or technology deployment by Licensee utilizing the APIs. Licensee agrees to provide Symplicity with reasonable access and information requested by Symplicity to ensure Customer's compliance in its usage of the APIs.

2. **Term, Fees**

2.1 Term. This Agreement commences from the effective date of the first Order Form between the Parties (the "Effective Date") and shall continue in force until the expiry of all Order Forms executed by the Parties.

2.2. Fees. (a) For each licensed product or service, Licensee shall pay to Symplicity upon execution of this Agreement and any extensions/renewals thereof the fee referenced in each Order Form which shall not be refunded or prorated for any reason. Any discounts offered to Licensee are reflected in the pricing shown in the Order Form.

(b) Except to the extent indicated to the contrary on an Order Form, subscription products and services may renew for successive 12-month terms. Any modification to each licensed product or service resulting from the removal of modules or components that involves a decrease in the annual fees will follow the termination requirements of this Section 2.

c) Except for terminations made in accordance with the requirements of this Section 2 (including applicable notice period requirements), Licensee shall pay all applicable fees set forth in this Agreement for any and all renewal periods of this Agreement for each product, service and instance.

(d) Payments are due net thirty (30) days from the receipt of Symplicity's invoice and are subject to late charges thereafter, calculated at the lesser of 2% interest per month (or fraction thereof) or the maximum rate permitted by law. In the event of non-payment, Symplicity may suspend performance or provision of the services, terminate this Agreement in accordance with Section 7, and/or require other assurances, undertakings or deposits to secure Licensee's payment obligations hereunder.

(e) Any billing dispute must be made in good faith, in writing and, together with all supporting documentation, received by Symplicity within thirty (30) days from the date of receipt of Symplicity's invoice, or the right to dispute such billing shall be deemed to have been waived. Licensee shall otherwise timely pay any undisputed and validly due fees.

(f) Should Licensee decide to use Symplicity's Credit Card Processing Services the fees and procedures are as follows: 5.25% processing fee on all Visa and MC transactions and 6.25% processing fee on all Amex transactions; $15 fee for charge backs (disputed charge) for those disputes the cardholder wins; processed refunds will be charged the initial processing fee; and all payouts are processed after each fair/event and once per fair/event.

(g) All prices are exclusive of all applicable country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes ("Taxes"). Licensee shall be responsible for all Taxes however designated or levied, against the sale, licensing, delivery, or use of the Products (other than Taxes based upon Symplicity's net income). Taxes shall not be deducted from the payments to Symplicity, except as required by law, in which case Licensee shall increase the amount payable as necessary so that after making all required deductions and withholdings, Symplicity receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

3. **Professional Services.**

3.1. Scope of Service; Change. Any Professional Services to be performed by Symplicity will be described in separately agreed Professional Services Requirements document or Order Form ("PSRA/Statement of Work"). Any changes to the scope contemplated in a PSRA must be made by a written change order or amendment to the PSRA signed by an authorized representative of each party.

3.2. Services Fees and Expenses. Except as otherwise set forth in a PSRA or Order Form, Services are billed on a time and materials basis periodically as work is performed with payment rendered by Licensee under the terms described in the applicable PSRA or Order Form or, if provided in the PSRA or Order Form, on a fixed fee basis. Symplicity reserves the right to withhold Services while any fees remain overdue if such fees are not the subject of a bona fide dispute communicated to Symplicity in writing. Licensee will reimburse Symplicity for reasonable out-of-pocket expenses incurred in performance of the Services, which include but are not limited to travel expenses, per diem and mileage, or as may be further described in a Statement of Work. Any prepaid Professional Services must be utilized within 12 months of the initial order and any unused elements expire thereafter without refund.

3.3. Customizations. Symplicity will perform customizations as set out in a Statement of Work in which case Licensee will have the same license usage rights to the customizations as it has to the Licensed Software/Technology licensed hereunder. Customizations are not covered by support services except where separately purchased pursuant to the terms of a separate "Customization Support Services" addendum.

3.4. Services Warranties. Symplicity represents and warrants that the Professional Services will be provided by qualified personnel with reasonable skill and care in accordance with generally accepted industry standards. Symplicity's obligation respecting its material breach of the foregoing warranties is for Symplicity to re-perform the affected Professional Services, as the case may be, at no additional cost to Licensee.

3.5. Licensee Responsibilities. During a Professional Services engagement Licensee will provide Symplicity with reasonable access to requested resources such as: (i) Licensee's personnel, facilities, equipment, hardware, software, network and information for Professional Services to be performed, and (ii) timely decision-making, notification of relevant issues or information and granting of approval or permissions as reasonably necessary for Symplicity to perform the Professional Services.

4. **Confidentiality.**

4.1. Confidential Information. (a) During the Term and thereafter, the Programs, the Documentation, and any and all other technical and non-technical information provided by or related to Symplicity or its business ("Confidential Information") shall be proprietary and confidential to Symplicity, and Licensee shall not use, distribute, or make available Confidential Information, or permit such to be done, except as explicitly stated in this Agreement. Confidential Information includes without limitation any and all software, systems, source code, object code, screen displays, methods, processes, inventions, works of authorship, Licensees, vendors, and business plans. (b) Notwithstanding the foregoing, Confidential Information does not include any information independently developed by Licensee without regard to the Confidential Information, information in the public domain, or information disclosed to Licensee by a third party not in violation of any confidentiality restrictions. Upon termination of this Agreement, the Receiving Party shall destroy and provide written confirmation of the destruction of, all Confidential Information received or created pursuant to this Agreement, at the Receiving Party's sole expense.

4.2. Other Disclosure. If Licensee is required to disclose or make available any Confidential Information pursuant to a valid court order or other legal requirement, Licensee shall promptly notify Symplicity of such requirement in writing in advance and cooperate and assist Symplicity in any efforts undertaken by Symplicity to limit the disclosure. Notwithstanding the foregoing, in all cases of a required disclosure, Licensee shall limit the information disclosed or made available to the minimum required by law.

4.3. Breach; Injunctive and Monetary Relief. Licensee acknowledges that because of the unique and proprietary nature of the Program, the Documentation and the Confidential Information of Symplicity, Symplicity would suffer irreparable harm in the event that Licensee breaches any provision of Sections 1.1, 1.2, 4.1 or 4.4 of this Agreement, and that monetary damages alone would be inadequate to fully compensate Symplicity for such a breach. Accordingly, the parties expressly agree that — in the event of Licensee's breach of any provision of Sections 1.1, 1.2, 4.1 or 4.4 of this Agreement — that Symplicity shall be entitled, both (i) to seek immediate injunctive relief as may be necessary to restrain any continuing or further breach by Licensee, without showing or proving any actual damages sustained by Licensee, and also (ii) to seek all monetary relief available to Symplicity under applicable law. The parties expressly agree that these foregoing equitable and monetary remedies are complementary forms of relief, and are not alternative forms of relief.

4.4 Miscellaneous. Licensee may not provide Program pricing or Documentation to any Symplicity competitor, except as required by applicable law.

5. **Warranties.**

5.1. Operation. Symplicity warrants that the Program will operate substantially in accordance with the Documentation after it is made available to Licensee. If Licensee discovers any failure of the Program to operate in such manner, Licensee shall promptly notify Symplicity in writing of such failure. Upon receipt of such notice, Symplicity shall undertake commercially reasonable efforts to resolve or fix such failures, provided that such failure can be reproduced and verified by Symplicity using the most recent version of the product or service, and that any nonconformity to applicable Documentation is not caused by customizations or configurations specific to Licensee or any unauthorized modification or misuse of software or service. The remedy set forth in this paragraph shall be Licensee's sole and exclusive remedy for breach of the warranties provided under this Section.

5.2. Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PROGRAM AND DOCUMENTATION ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SYMPLICITY MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INTERFERENCE, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, SYSTEMS INTEGRATION, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Indemnification; Limitations.**

6.1. Indemnification by Symplicity. (a) If any third party brings a claim, demand or cause of action ("Demand") against Licensee alleging that the use of any Symplicity products or technology (the "Subject Technology") authorized under this Agreement infringes: (1) a U.S. patent issued prior to the Effective Date; or (2) a copyright under applicable law of any jurisdiction, Licensee must promptly notify Symplicity in writing and make no admission in relation to such alleged infringement. In connection with any such claim and provided that Licensee has promptly fulfilled all of the foregoing obligations and Licensee's use of the Program at all times was in compliance with the Agreement and Documentation, Symplicity shall at its own expense and option: (i) indemnify, defend, and settle such claim, (ii) procure Licensee the right to use the Subject Technology, (iii) modify or replace the Subject Technology to avoid infringement; or (iv) refund the applicable fee paid for the current term relating to the Subject Technology. (b) The foregoing is conditioned on Licensee having notified Symplicity promptly in writing of such Demand, Licensee giving Symplicity control of defense and/or settlement thereof (including without limitation all negotiations for settlement and compromise thereof), and Licensee cooperating in the defense thereof at Symplicity's request, provided that Symplicity will keep Licensee informed of, and will consult with any independent legal advisors appointed by Licensee at Licensee's own expense regarding the progress of such defense. (c) Licensee shall not incur any costs or expenses on behalf of Symplicity under or pursuant to this Agreement without Symplicity's advance written consent. (d) Symplicity shall have no liability to Licensee under this Section 6.1 or otherwise for any Demand alleging infringement or violation of applicable privacy or publicity laws based upon: (i) any use of the Program or Documentation in a manner other than as specified by Symplicity; (ii) any combination of the Program or Documentation with other products, equipment, devices, software, systems or data not manufactured by Symplicity (including, without limitation, any software used by Licensee in conjunction with the Program) to the extent such claim is directed against such combination; (iii) data, information, graphics or other media files or other content provided by Customer or any Authorized User, or the use of such content; or (iv) any modifications or customization of the Program or Documentation by any person other than Symplicity (any of the foregoing, separately and collectively, "Licensee Matters").

6.2. Damages. (a) IN NO EVENT SHALL SYMPLICITY BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR PERSONS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND WHATSOEVER ARISING FROM OR CONNECTED WITH THE PROGRAM, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, OR LOSS OF BUSINESS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT FORESEEABLE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES AND EVEN IF THE REMEDIES OTHERWISE PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. (b) The provisions of Section 6.1 state the entire liability and obligations of Symplicity, and the exclusive remedy of Licensee with respect to claims by any third party alleging infringement of any intellectual property right by Symplicity. The remedies specifically provided by this Agreement and the provisions of this Section allocate between the parties the risks under this Agreement, some of which may be unknown or undeterminable. Such limitations were a material inducement for the parties to enter into this Agreement, and the parties have relied upon such limitations in determining whether to enter into this Agreement.

6.3. Monetary Liability. THE AGGREGATE TOTAL LIABILITY OF SYMPLICITY UNDER OR IN CONNECTION WITH THE PROGRAM, DOCUMENTATION, OR THIS AGREEMENT TO LICENSEE OR ANY OTHER PERSONS SHALL UNDER NO CIRCUMSTANCES EXCEED THE AMOUNTS PAID BY LICENSEE OVER THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY UNDER THE ORDER FORM OR STATEMENT OF WORK FOR THE APPLICABLE PRODUCT OR SERVICE.

6.4 Other content, Data or Technology. Licensee warrants that customer has all necessary rights to use any content, data or third-party technology that is utilized by customer in conjunction with the licensed Software/Technology.

7. **Termination.**

7.1 Termination Rights. Ordered products and services are non-cancellable for the Order Term stated on an Order Form. Either party may terminate this Agreement, an Order Form and/or Statement of Work if the other party breaches such Agreement, an Order Form and/or Statement of Work and fails to cure such breach within

thirty (30) days of written notice of breach or within thirty (30) days in the case of breach for non-payment. Symplicity may terminate this Agreement and any underlying Order Forms or Statements of Work immediately if Licensee breaches any of the terms of Sections 1.1, 1.2, or 1.3.

7.2. Effect of Termination. Upon termination of this Agreement, an Order Form and/or Statement of Work, as the case may be, for any reason: (i) all rights and obligations of the parties under this Agreement and/or such License, Order or Statement of Work will automatically terminate except for rights of action accruing prior to termination, (ii) all amounts due thereunder shall be due within 30 days after the date of termination,. Licensee shall immediately return to Symplicity or destroy all Confidential information and applicable Licensed Software/Technology and Documentation, provided to Licensee, as well as any and all copies thereof. Termination shall not relieve either party of any payment obligations arising prior to termination. In the event that Licensee terminates the Agreement due to Symplicity's uncured breach, Symplicity shall promptly refund all prepaid funds prorated from the date that notice of breach was given through the end of the service term.

7.3. Survival. The terms of Sections 1.2, 1.3, 2, 4, 5, 6, 7 and 8 shall survive any expiration or termination of this Agreement or the licenses granted hereunder.

8. **Miscellaneous.**

8.1. Notices. All notices, consents, and other communications between the parties under or regarding this Agreement shall be in writing and shall be sent to the recipient's address set forth in the introduction to this Agreement or on the most recent Order Form. Data breach notification shall be sent to JMU at ISO@jmu.edu. Such communications shall be deemed to have been delivered upon receipt by the recipient or two business days after deposit with a reputable overnight courier service. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

8.2. Assignment. This Agreement may not be assigned by Licensee, in whole or in part, by operation or law or otherwise, without the advance written consent of Symplicity, which consent may be withheld in Symplicity's sole discretion. Any attempted assignment in violation of this section shall be void. Symplicity may assign this Agreement upon written notice to Licensee if the assignee agrees to be bound in writing by Symplicity's obligations hereunder..

8.3. Applicable Law and Conflict Resolution. (a) Except for debt recovery or collection actions for amounts due hereunder, or actions for infringement or violation of Symplicity's intellectual property rights, in the event of any controversy or claim arising out of or relating to this Agreement, an Order Form or Statement of Work, or a breach thereof, the parties will consult and negotiate with each other and attempt to reach a satisfactory solution and escalate with in their organizations as appropriate. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. (c) The applicable governing law is the Commonwealth of Virginia, USA without regard to principles of conflicts of law and the place of arbitration is Arlington, Virginia.

8.4. Entire Agreement. This Agreement, which includes the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form dated January 29, 2018 and the James Madison University Information Technology Services Addendum dated October 4, 2018 both of which shall govern in the event of conflict, constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual agreement expressed in writing and signed by both parties.

8.5. Force Majeure. Except for non-payment of amounts due under this Agreement, neither party shall be liable to the other party for non-performance of this Agreement in whole or in part, if the non-performance is caused by the other party or events or conditions beyond that party's reasonable control.

8.6 Exclusivity. Reserved.

8.7 Transition Services. If requested by Licensee in writing, Symplicity may offer Licensee with mutually agreeable transition services for a fee during the thirty (30) day period prior to the effective date of the termination or expiration of this Agreement ("Transition Period"). Symplicity and Licensee shall update Order Form of this Agreement to reflect the fees and transition services to be provided by Symplicity during the Transition Period.

8.8 Additional Stipulations. Licensee shall use the Program only in accordance with the Documentation and any reasonable policies and procedures and/or acceptable use policies provided by Symplicity to Licensee as may be in effect from time to time. Licensee permits Symplicity to use the Licensee's name and logo in conjunction with the provision of services under this Agreement for the benefit of the Licensee's students. In addition, Symplicity may list Licensee as a participant in Symplicity Recruit network and in any related promotional material, print or electronic, and may use the Licensee's name and logo on Symplicity owned sites where it lists the participating Licensees.

8.9. Other. (a) The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under this Agreement. Agreement, Section, and Paragraph headings are for reference only and shall not affect the interpretation of this Agreement. (b) This Agreement and all of the provisions in this Agreement shall be binding upon and inure to the benefit of the permitted successors in interest and assigns of the parties. (c) The parties do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations or benefits to, or rights in, any third party from either Licensee or Symplicity.