



CONTRACT MODIFICATION

Date: August 15, 2024
Contract #: UCPJMU6261
Service: Enterprise Integrations Software (iPaaS)
Modification #: One
Issued By: James Madison University Ph: 540-568-3137
Colleen Johnson, Lead Commodity Contract Officer &
Project Manager Fx: 540-568-7935
Contractor: ThunderCat Technology
Attn: Jean Kim
1925 Isaac Newston Square E.
Reston, VA 20190
Contract Administrator: Robin Bryan, Information Technology

Description of Modification Notice:

The previously executed Virginia Higher Education Public Consortium (VHEPC) Publicly Accessible Contract (PAC) agreement, effective March 29, 2022, which was included in UCPJMU6512, is hereby replaced with the attached replacement VHEPC PAC agreement, to correct the remittance address under section III.B. *Payment*; effective August 15, 2024.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6261 as herefore changed, remain unchanged and in full force and effect.

ThunderCat Technology

By:

Jean Kim

Name (print)

Contracts

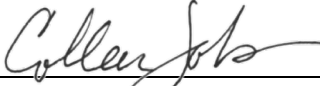
08/20/2024

Title

Date Signed

James Madison University

By:


Colleen Johnson, CUPO

Name (print)

8/15/2024

Lead Commodity Contract Officer & Project Manager

Title

Date Signed

**AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)**

This Agreement, effective the 15th day of August 2024, is by and between James Madison University (the “University”), on behalf of the Virginia Higher Education Procurement Consortium (the “Consortium”) (collectively the "University"), and ThunderCat Technology LLC, (“Vendor”).

TERM

This end date coincides with the Primary Agreement’s end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6261, dated Mach 29, 2022 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative clause. Now therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and
- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor’s logo on the Consortium website
- III. Payment:
 - A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services

University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

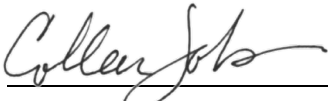
If to Vendor:

Jean Kim
1925 Isaac Newton Square E. Suite 180
Reston, VA
Email: jkim@thundercattech.com
Fax 571-323-0918

ACCEPTANCE

For James Madison University

For ThunderCat Technology LLC



Colleen Johnson
Lead Commodity Contract Officer & PM

8-15-2024

Date

Jean Kim
Contracts

Date

Agreement #: UCPJMU6261-PAC