

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT, including the Terms and Conditions, and any Exhibits, Amendments or Addendums (“**Agreement**”) is effective as of the date of the last signature below (“**Effective Date**”), by and between Prosci, Inc., with offices located at 2950 E. Harmony Rd., Suite 150, Fort Collins, CO 80528 (“**Prosci**”), and James Madison University, with offices at located at 800 S. Main St., Harrisonburg, VA 22807 (“**Licensee**”) sets forth the terms and conditions under which Licensee licenses Prosci’s materials.

TERMS AND CONDITIONS

Section 1. Background Information

- 1.1 Prosci is an independent research company in the field of change management that has developed proprietary models, tools, training courses and other materials based on its change management research and methodology. Licensee desires to license certain of these models, tools, training courses and other materials to deploy internally Prosci’s change management methodology, as set forth in this Agreement.

Section 2. License Grant

2.1 Licensed Materials.

2.1.1 *Licensed Materials.* “**Licensed Materials**” refers collectively to the Program Materials, the Published Materials, the Electronic Resources, and/or the Portal Tools applicable to the specific license being purchased, as further defined in this Agreement and any duly executed and attached Exhibit(s), all of which are expressly incorporated by reference.

2.1.2 *License Upgrade.* From time-to-time, Prosci may create and/or author additional materials and Licensee understands and agrees that its ability to use any such additional materials made available to Licensee shall be considered a license upgrade (“**License Upgrade**”). Any License Upgrade will be subject to the terms of this Agreement and may be subject to additional fees which will be further detailed in an amendment to this Agreement signed by the parties in writing. Following a License Upgrade, any materials added to this Agreement will be considered “Licensed Materials” and will be subject to the terms of this Agreement.

2.2 Scope of License.

2.2.1 *License for Program Materials, Published Materials, & Electronic Resources.* The terms and scope of the License Prosci grants to Licensee and its Licensee Agents is stated in any applicable, attached Exhibit.

2.2.2 *License for the Portal Tools.* During any period in which Licensee maintains payment of all required License Fees, Prosci grants to Licensee and its Licensee Agents a limited, worldwide, non-exclusive, non-transferable license and right to access and use, solely for Licensee’s internal business purposes, the Portal, the Portal Tools, and any updates to the Portal Tools.

- 2.2.3 *Product Updates.* From time to time, Prosci may, at its sole discretion, revise and make available a subsequent release of one or more of the Licensed Materials (a “**Product Update**”). Such Product Updates, if delivered by Prosci, shall be considered Licensed Materials. Prosci shall be required to provide Product Updates only if Licensee is current in payment of all applicable fees.
- 2.2.4 *Licensee Agents.* “**Licensee Agent(s)**” means an individual who has a Licensee email account, has been assigned access to the Licensed Materials, and is an employee of Licensee or an independent contractor of Licensee.
- 2.3 License Restrictions
- 2.3.1 *License Subject to Fees.* All licenses are subject to Licensee paying the required License Fees, as described in each attached Exhibit.
- 2.3.2 *General & Specific License Restrictions.* The license restrictions in this Section 2.3 apply to all of the Licensed Materials. Additional restrictions for particular Licensed Materials are set forth in Section 3 (“Program Materials”), Section 4 (“Published Materials”), Section 5 (“Electronic Resources”), and Section 6 (“Portals Tools”), and in all attached Exhibit(s) for each specific license granted.
- 2.3.3 *Sublicensing, Assignment, & Transfer.* Licensee acknowledges and agrees that the rights and licenses granted are personal to Licensee and may not be sublicensed, sold, assigned, or otherwise transferred in whole or in part without the prior written permission of Prosci.
- 2.3.4 *Limited Rights.* Licensee is entitled to use only the Licensed Materials and Product Updates specified and licensed in Section 2.1. Nothing in this Agreement grants Licensee any right, title, license, or interest in or relating to any other materials or content from Prosci. Licensee is solely responsible for ensuring that its systems and facilities are sufficiently secure to protect the Licensed Materials and Product Updates from disclosure to third parties, including appropriate computer system security.
- 2.3.5 *Copyright Notices.* Licensee will not remove or alter, and will maintain any and all copyright and/or trademark notices affixed to Licensed Materials and/or Product Updates, or any portion thereof.
- 2.3.6 *Third Party Use or Distribution.* Licensee will not include or incorporate any Licensed Materials, Product Updates, and/or Prosci Trademarks, or any portion of, in any change management training, educational, or other materials created or developed by Licensee for use by or distribution to any customer, partner, and/or client of Licensee, or any other third-party, except Licensee Agents, and will ensure that no employee, agent, or contractor does so. Licensee will take all precautions to ensure that the Licensed Materials and/or Product Updates, or any materials based on or derived from, are not distributed outside of Licensee’s business in any format or media.
- 2.3.7 *Prohibited Activities.* Except as expressly set forth in this Agreement or any addendums, Licensee will not, and will not allow any customer, partner, and/or client of Licensee, or

any other third party to: (a) reverse engineer, decompile, translate, disassemble, or attempt to discover any underlying ideas or algorithms of the Licensed Materials and/or Product Updates (except to the extent such restriction is prohibited by applicable local law in order to obtain interoperability); (b) transfer, sell, lease, lend, disclose, or use for marketing, timesharing or service bureau purposes any Licensed Materials and/or Product Updates; (c) use, provide, or allow others to use the Licensed Materials and/or Product Updates for the benefit of any third party; or (d) use the Licensed Materials and/or Product Updates, or allow the transfer, transmission, export, or re-export of any Licensed Materials and/or Product Updates or portion of, in violation of the Export Administration Regulations, the International Traffic in Arms Regulations, or any other applicable export control laws or regulations.

2.3.8 *Disclosure.* If Licensee or any agent thereof includes or incorporates, inadvertently or intentionally, any Licensed Materials, Product Updates, and/or Prosci Trademarks in any change management training, educational, or other materials created or developed by Licensee for use by or distribution to any customer, partner, and/or client of Licensee, or any other third-party, Licensee will immediately notify Prosci of any such unauthorized use.

2.3.9 *Training by Prosci.* No Licensed Materials printed by Licensee may be used for training courses taught by Prosci unless otherwise agreed upon by the parties in writing.

2.4 Prosci Trademarks

2.4.1 *Ownership & Rights.* Licensee acknowledges and agrees that Prosci owns any trademarks, service marks, and/or trade dress included in the Licensed Materials, including any and all right, title, and interest (collectively, and together with any additional trademarks, service marks, and/or trade dress that Prosci includes in any Product Update, the “**Prosci Trademarks**”). Licensee, agrees it acquires no right, title, or interest in or to the Prosci Trademarks or the goodwill associated with the Trademarks and such goodwill created or developed as a result of the use of the Prosci Trademarks by Licensee, will inure solely in Prosci.

2.4.2 *Permitted Use.* Licensee may use the Prosci Trademarks solely in connection with the Licensed Materials and solely in the deployment of Prosci’s change management methodology within Licensee’s organization. Any such use must expressly identify Prosci as the owner of the mark or marks. Licensee understands and agrees that it may not use the Prosci Trademarks for any other purpose, including but not limited to advertising, external marketing, and or branding of training or consulting services.

2.4.3 *Trademark Notices.* Licensee will not revise, alter, translate, or otherwise modify the Prosci Trademarks, including the ® and/or ™ notices, without prior written permission from Prosci. Licensee will not combine the Prosci Trademarks with any other marks, terms, slogans, designs, and/or symbols. This Section is not intended to prohibit co-branding by Licensee, if allowed under any applicable Exhibit.

Section 3. Program Materials

- 3.1 *Customized Documents, Notice of Customization, and Co-Branding* of Program Materials, if any, are governed by the terms and conditions of each license, as more specifically detailed in the applicable Exhibit.

Section 4. Published Materials

- 4.1 *Altering the Published Materials.* Prosci's Published Materials may never be translated, customized, co-branded, or altered by any means under this Agreement.
- 4.2 *Reproduction.* The Published Materials may only be reproduced, copied, and distributed internally by Licensee in an electronic format. For the avoidance of doubt, (a) the Published Materials may not be printed internally by Licensee and (b) additional copies of the Published Materials in a physical format may be purchased from Prosci.

Section 5. Electronic Resources

- 5.1 *Altering the Electronic Resources.* The Electronic Resources may never be translated, customized, co-branded, or altered by Licensee under this Agreement except to the extent necessary to ensure interoperability of systems.
- 5.2 *Hosting the Electronic Resources.* As long as Licensee maintains payment of all License Fees, Prosci will host for Licensee only the most current version of the Electronic Resources inclusive of the most current Product Update. All hosting is provided "AS IS." Licensee understands that upgrades, power outages, patch installations, or other system work and system failures can cause web servers to stop functioning, resulting in Licensee's inability to access the Electronic Resources hosted on Prosci servers. If hosted on a Prosci server, Prosci is not liable to Licensee in any way for server down time or the inability of Licensee Agents to access the Electronic Resources.

Section 6. Portal Tools

- 6.1 *Hosting the Portal Tools.* The Portal Tools shall be hosted by Prosci at portal.prosci.com (such website the "**Portal**") only during any period in which Licensee maintains payment of all required License Fees. The terms of this Agreement along with any terms and conditions that a Licensee or a Licensee Agent will be asked to agree to when accessing or using the Portal or Portal Tools, shall govern such access and use of the Portal and the Portal Tools.
- 6.2 *Account Information.* Licensee: shall (a) remain fully responsible for any use of its and its Authorized Users' account number, IDs, and passwords granted in connection with the Agreement and to prevent the disclosure or distribution thereof; (b) not provide any such information to any third party; (c) immediately terminate the Authorized User ID and password granted in connection with this Agreement for any employee or contractor whose engagement with Licensee's organization terminates or who violates any terms or conditions of this Agreement or in the event there is reason to believe such Authorized User ID or password might be compromised; and (d) ensure each Authorized User of the Portal by or on behalf of Licensee is assigned a unique user ID and password.

- 6.2.1 **“Authorized User”** means any person or entity that uses or has access to the Licensed Materials (i) on behalf of Licensee or clients or customers of Licensee or (ii) using any password or access code of Licensee or clients or customer of Licensee and the employees and agents thereof.
- 6.3 **Restrictions on Use.** Licensee shall not, nor allow or authorize any third party to: (a) merge the Portal or Portal Tools with other software; (b) upload, post or transmit into the Portal or Portal Tools any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any Applicable Law, including violations of the intellectual property rights or any other rights of a third party; or (c) post or transmit into the Portal or Portal Tools any information, content or software which is subject to any open source or freeware license or contains a virus, cancelbot, Trojan horse, worm or other harmful component.
- 6.4 **Availability.** Prosci will use efforts consistent with industry standards for similar platforms to minimize maintenance and other downtimes for the Portal and Portal Tools *provided that* Licensee shall be solely responsible for any Internet connectivity, and required hardware and browser software, in order to use and access the Portal.
- 6.5 **Rights to Licensee Data.** As between Licensee and Prosci, Licensee shall retain ownership of any content, data or other information input into the Portal or Portal Tools by Licensee (collectively, the **“Licensee Data”**) *provided, however,* Licensee hereby covenants that Prosci shall have the right to use, display, access, perform, install, download, store, copy, maintain, support, test or otherwise use the Licensee Data in conjunction with offering Licensee access to the Portal. Prosci will retain all right, title and interest to all transactional and performance data related to the use of the Portal, which Prosci may aggregate, collect and otherwise use for its business purposes (including, without limitation, for software optimization, benchmarking and product marketing purposes) but only to the extent that such use does not reveal the Licensee or any Licensee Confidential Information.
- 6.6 **Portal Branding.** If requested by Licensee, Prosci shall brand the portions of the Portal to which Licensee has access with Licensee’s designated tradename, logo or mark (**“Licensee Trademark”**); provided, Licensee shall deliver the Licensee Trademark to Prosci in an electronic format as reasonably requested by Prosci. Licensee grants to Prosci a non-exclusive, royalty free right and license to incorporate and use the Licensee Trademark into the Portal. Prosci agrees to promptly remove any Licensee Trademark from the Portal after reasonable notice from the Licensee requesting such removal. Licensee represents, warrants, and covenants that it holds all rights, title and interest into the Licensee Trademark to permit Prosci to use the Licensee Trademark.
- 6.7 **Confidential Information.** With respect to Licensee’s access and use of the Portal and the Portal Tools, **“Confidential Information”** means the information that Licensee, or any Licensee Agent, discloses to Prosci through the Portal or the Portal Tools **“Confidential Information”** shall not include information disclosed to Prosci through the Portal or the Portal Tools by Licensee or any Licensee Agent to the extent such information: (a) is or becomes publicly available by other than unauthorized disclosure by Licensee or a Licensee Agent; (b) is independently developed by Prosci without reference to Licensee’s information disclosed to Prosci through the Portal or the Portal

Tools; or (c) is received from a third party who has lawfully obtained such information without a confidentiality restriction.

6.7.1 *Reciprocal Obligations.* The recipient will not disclose Confidential Information of the discloser, except to recipient's affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities to whom and which it transfers any Confidential Information of the discloser shall only use such information in the context of the parties' rights and obligations under the Agreement and that such individuals and entities shall keep it confidential in accordance with the obligations. If required by any court of competent jurisdiction or other governmental authority, the recipient may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such order or authority; provided that the recipient shall have given reasonable notice to the discloser prior to such disclosure.

6.7.2 *No Rights.* Except for the limited use rights granted under this Section 6.7, neither party acquires any right, title, or interest in the other party's Confidential Information under the terms and conditions of this Agreement.

Section 7. Taxes, Invoices, and Disputes

7.1 *Taxes.* Licensee will pay Prosci at the rate identified and listed in any applicable Exhibit. All rates are exclusive of any sales, use, value added, excise, or other similar taxes that may be imposed by federal, state, or local governments, which are Licensee's responsibility.

7.2 *Invoices.* Prosci will submit invoices to Licensee for payment of License Fees, pursuant to the terms and conditions stated in this Agreement and/or any applicable Exhibit. Licensee will remit payment for such invoice(s) within thirty (30) calendar days of the receipt date.

7.3 *Refunds.* All Fees are non-refundable, except as expressly stated otherwise in this Agreement or any applicable Exhibit.

Section 8. Term and Termination

8.1 *Term.* The term of this Agreement shall commence on the Effective Date and expire only upon termination, as set forth in this Section ("**Agreement Term**"). This Agreement may not be terminated if any attached Exhibit(s) is/are still in effect.

8.2 *Termination for Cause.* Either Prosci or Licensee may terminate this Agreement or any Exhibit at any time upon material breach of this Agreement by the other party (or, in the case of Prosci, a material breach by a Licensee Agent) which is not cured within ten (10) business days after receipt of written notice of the breach.

8.3 *Effect of Termination.* In the event of termination, Licensee will cease all use of the Prosci Trademarks, Licensed Materials, and Product Updates immediately upon termination of this

Agreement. Prosci reserves all other available remedies at law or in equity. In the event of termination for cause by Licensee due to Prosci unresolved breach of agreement, Licensee shall be entitled to a refund of prepaid fee prorated from date of termination to end of current service.

- 8.4 *Survival.* Any provision which, by its terms, is intended to survive termination of this Agreement, including, but not limited to, the provisions of Section 2.3, Section 3, Section 4, Section 5, Section 6, Section 7.3, Section 9, Section 10, Section 11, and all of Section 12, except Section 12.3 and 12.8, will survive termination of this Agreement.
- 8.5 *Material Breach.* Any breach of Sections 2.3, 2.4, 3.1, 4, 6.3, 7, or 8.3 constitutes a material breach of the Agreement.

Section 9. Limited Warranties and Disclaimers

- 9.1 *Prosci's Representations & Warranties.* Prosci represents and warrants that (a) Prosci is the owner of the Licensed Materials and Product Updates; (b) Prosci has the right and authority to grant the rights set forth in this Agreement; and (c) the Licensed Materials and Product Updates delivered by Prosci to Licensee do not violate or infringe the intellectual property rights of any third party. Licensee's exclusive remedy and Prosci's sole liability for any breach of this warranty shall be the indemnification procedures set forth in Section 10.
- 9.2 *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES WITH RESPECT TO THE LICENSED MATERIALS, PRODUCT UPDATES, AND CUSTOMIZED DOCUMENTS WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PROSCI, ITS AGENTS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

Section 10. Infringement Indemnity

- 10.1 *Prosci's Indemnification.* Prosci agrees, at its own expense, to defend (or at Prosci's option, settle) and indemnify Licensee from and against any claim or action instituted by a third party against Licensee that the Licensed Materials and/or a Product Update, when used as provided to Licensee by Prosci, infringes any United States patent, copyright, trade secret, or other proprietary right of a third party ("**IP Claim**"), *provided that* Licensee: (a) promptly notifies Prosci in writing of any such IP Claim; (b) permits Prosci to control and direct the investigation, preparation, defense, and settlement of the IP Claim; and (c) assists and fully cooperates in the defense of same, at Prosci's cost and expense.
- 10.2 *Remedying an IP Claim.* Following notice of an IP Claim or any facts that may give rise to such IP Claim, Prosci may, in its sole discretion and at its option: (a) procure for Licensee the right to continue to use the Licensed Materials or Product Update(s); (b) replace Licensed Materials or Product Update(s) with content that does not materially degrade the functionality of the Licensed Materials or Product Update(s); or (c) modify the Licensed Materials or Product Update(s) to make the challenged product non-infringing; *provided that* the modification does not impose any costs on Licensee and the modification does not materially diminish the features or functionality of the

Licensed Materials or Product Update(s). If it is not commercially reasonable to perform any of these alternatives, Prosci shall have the option to terminate the Agreement as to the allegedly infringing Licensed Materials and/or Product Update(s) and refund a prorated portion of the License Fees paid by Licensee for such allegedly infringing Licensed Material or Product Update(s) based on a five (5) year useful life of any such Licensed Materials or Product Update(s).

- 10.3 *Exclusions.* In no event will Prosci have any obligations under this Section 10 or any liability for any claim or action if the IP Claim is caused by, or resulting from: (a) modification, customization, or translation of the Licensed Materials or Product Update(s) by Licensee (including translations into other languages), or the integration of other content if such IP Claim would have been avoided by use of the unaltered Licensed Materials or Product Update(s); (b) Licensee's continued allegedly infringing activity after being notified thereof or after Prosci provides replacement Licensed Materials or Product Update(s); (c) Licensee's use of the Licensed Materials or Product Update(s) in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Licensed Materials or Product Update(s) if the claim or action would have been avoided by use of the most current version of the Licensed Materials and Product Update(s).
- 10.4 *Licensee's Indemnification.* Licensee agrees, at its own expense, to defend (or at Licensee's option, settle) and indemnify Prosci from and against any claim or action instituted by a third party against Prosci where the claim is predicated on an alleged infringement caused by, or resulting from: (a) modification of the Licensed Materials or Product Update(s) by Licensee or by any third party acting on Licensee's behalf if such claim or action would have been avoided by use of the unmodified Licensed Materials or Product Update(s) (modification is defined to include the integration of Licensed Materials or Product Update(s) with material from Licensee or from another vendor or supplier such that the resulting work is infringing); (b) Licensee's continued allegedly infringing activity after being notified thereof or after Prosci provides replacement Licensed Materials or Product Update(s); (c) Licensee's use of the Licensed Materials or Product Update(s) in a manner prohibited by or not provided for in this Agreement; or (d) use of other than Prosci's most current release of the Licensed Materials or Product Update(s) if the claim or action would have been avoided by use of the most current version of the Licensed Materials or Product Update(s).

Section 11. Limitation of Liability

- 11.1 *Exclusion of Damages.* Neither party will be liable for any indirect, incidental, special, or consequential damages (e.g., loss or interruption of business), whatsoever associated with, or arising out of, or connected with this Agreement or the use or misuse of any Licensed Materials and/or Product Updates licensed under this Agreement.
- 11.2 *Cap on Damages.* Each party's total and aggregate liability for any damages under any provision of this Agreement is in any case limited to the License Fees actually paid or owed by Licensee to Prosci; *however*, the foregoing limitation shall not apply with respect to (a) Prosci's obligation to indemnify pursuant to Section 10; (b) any damages, expenses or liability arising out of Licensee's uncured breach of Sections 2.3, 2.4, 3.1, 4, or 6.3; (c) any damages, expenses or liability arising out of Prosci's uncured breach of Section 6.7; or (d) Licensee's obligation to indemnify pursuant to Section 10.4.

Section 12. Miscellaneous

- 12.1 *Assignment.* Prosci may assign this Agreement, at its sole discretion. Prosci will provide Licensee with written notice of any such assignment. In the event of an assignment, the Agreement will remain in effect and binding on the assignee and Licensee. Licensee acknowledges and agrees that the licenses are personal to Licensee and cannot be assigned or transferred without Prosci's prior written permission.
- 12.2 *Notice.* All notices or other communications required or permitted by this Agreement or by law to be served or provided by one party to another will be written in the English language and delivered by express courier service (e.g., FedEx) with delivery receipt. All notices must be sent to the addresses set forth in the preamble or to such other address that a party specifies in a notice delivered pursuant to this Section 12.2.
- 12.3 *Irreparable Harm.* The parties agree that a breach of Sections 2.3, 2.4, 3, 4, or 6.7 by either party, or any Licensee Agent, may result in irreparable injury to non-breaching party for which there is no adequate remedy at law. In the event of any breach or threatened breach of such obligations, the non-breaching party will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.
- 12.4 *Choice of Law & Enforcement.* This Agreement is governed by Commonwealth of Virginia law, excluding its choice of law and conflict rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Both parties must follow all applicable local, state, and federal laws in connection with this Agreement.
- 12.5 *Interpretations*
- 12.5.1 This Agreement will not be construed against the party preparing it but will be construed as if both parties jointly prepared this Agreement, and any uncertainty and ambiguity will not be interpreted against any one party. All fees and other amounts owing shall be paid in, United States Dollars.
- 12.5.2 If any provision of this Agreement is found to be illegal or unenforceable under or in conflict with any valid controlling law, the validity of the remaining provisions will not be affected.
- 12.5.3 The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of extent of such section or in any way affect such section. If any translations of this Agreement are made, the English version shall control.
- 12.6 *Waiver, Integration, Alteration*

- 12.6.1 The waiver of a breach may be effected only by a writing signed by the waiving party and will not constitute a waiver of any other breach.
- 12.6.2 This Agreement represents the entire understanding between the parties with respect to the subject matter and supersedes all other oral or written agreements or understanding, express or implied, between the parties that may relate to any aspect of this Agreement. In the event of a conflict between this Agreement and any addendums, the terms of this Agreement shall control.
- 12.6.3 Any additional terms set forth on Licensee purchase order(s) or other document(s) relating directly or indirectly to the subject matter of this Agreement are not enforceable unless specifically agreed to in writing signed by Prosci. Filling a purchase order request does not constitute agreement to its terms by Prosci. In the event of a conflict between the terms of this Agreement and the terms set forth in a Licensee purchase order, the terms of this Agreement shall prevail.
- 12.6.4 A provision of this Agreement may be altered only by a writing signed by both parties.
- 12.7 *Independent Contractors.* The parties are and will remain independent contractors. Nothing expressly or implicitly creates an agency, partnership, or joint venture between the parties. Nothing in this Agreement will be interpreted or construed as creating or establishing an employer/employee relationship between Licensee and either Prosci or any employee or agent of Prosci.
- 12.8 *Force Majeure.* Neither party shall be in default for any delay in its performance (other than payment requirements) resulting from causes beyond its control and where not reasonably foreseeable and preventable on the date of signing this Agreement (each a “**Force Majeure Event**”); *provided, however*, that the non-performing party gives the other party notice as soon as practicably possible after becoming aware of the occurrence of a Force Majeure Event. In the event either party’s performance is delayed for more than thirty (30) calendar days in the aggregate as a result of a Force Majeure Event, either party may terminate this Agreement (including any attachments affected by such force majeure condition) upon notice to the party claiming the Force Majeure Event.
- 12.9 *Confidential Terms.* To the extent permitted by Commonwealth of Virginia law, the terms of this Agreement may not be disclosed to any third party except: (a) as required by law, regulation, or court order, (b) in response to a discovery request or subpoena, under a protective order, or (c) to the parties respective professional advisors who have an obligation to keep the terms of this Agreement confidential.
- 12.10 *Execution.* This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties shall treat faxed, .pdf, or emailed or other electronically signed documents (including documents signed through e-sign service providers such as DocuSign) as originals; *however*, this shall not preclude either party from requiring the exchange of original (*e.g.*, “wet-ink”) signatures upon the request of a party.

BY SIGNING BELOW, the parties have executed this Agreement, intending to be bound as of the Effective Date set forth above.

James Madison University

By: *Katie Forsyth*

Printed Name: Katie Forsyth

Title: Buyer Senior

Date: 5/30/2025

Prosci, Inc

By:  *Jennifer Tucker*

Printed Name: Jennifer Tucker

Title: Director, Legal Services

Date: 5/30/2025

ADKAR ENABLEMENT LICENSE EXHIBIT

This ADKAR ENABLEMENT LICENSE EXHIBIT (“**Exhibit**”) is effective as of the date of the last signature below (the “**Exhibit Effective Date**”) is attached to and made a part of the Master Licensing Agreement between Prosci, Inc. (“**Prosci**”) and James Madison University (“**Company**”), dated 5/30/2025 (the “**Agreement**”). Unless otherwise defined herein, all capitalized terms in this Exhibit will have the meanings set forth in the Agreement.

1. **License Grant.** The following Licensed Materials shall be provided to the Company as part of its ADKAR Enablement License with Prosci:
 - a. “**Program Materials**” refers to the English version of the following:
 - Prosci Leading Your Teams Through Change course
 - Prosci Change Management Orientation for Employees course
 - Prosci Taking Charge of Change workshop
 - b. “**Published Materials**” refers to the English version of the following:
 - The ADKAR Advantage: Your New Lens for Successful Change book
 - Change Management: the people side of change book
 - Employees Survival Guide to Change book
 - Best Practices in Change Management report
 - Best Practices in Change Management report excerpt(s)
 - c. “**Portal Tools**” refers to the English version of the following:
 - Prosci Instructor Hub* application, comprising:
 - Access to instructor resources for all of the Program Materials
 - Facilitator’s Guides for all of the Program Materials
 - Prosci Knowledge Hub* application, comprising:
 - Access to participant resources for all of the Program Materials
 - Prosci Research Hub application, comprising electronic versions of:
 - Applications of ADKAR research studies
 - All reports

Downloadable Content. Those Portal Tools marked with an asterisk contain content that may be downloaded and extracted from the Portal.

Additions, Obsolescence, & Replacement. Upon notice to Licensee (a general announcement to the public by Prosci is acceptable), Prosci reserves the right, in its sole discretion, to (a) add Portal Tools to the Portal Tools listed under this Exhibit; and/or (b) retire (i.e., “sunset” or cease operating) and replace the Portal Tools with new Portal Tools, provided, however, that any such replacement will not degrade or reduce the functionality of the existing Portal Tool (i.e., the replacement Portal Tool will have the same or better capability than the existing Portal Tool).

2. **Scope of License.**
 - a. *License for Program Materials & Published Materials.* Prosci hereby grants to Licensee and its Licensee Agents a perpetual (subject to Section 8 of the Agreement), non-transferable, worldwide, non-exclusive right to install, display, perform, use, copy,

customize, and execute the Program Materials, and the Published Materials, together with any Product Update subsequently procured by Licensee during the term of this Agreement, solely for Licensee's own internal business purposes and subject to the restrictions in Sections 2.3, 2.4, 3, 4, and 6 of the Agreement. Prosci will make available the Licensed Materials to Licensee via a URL to be provided by Prosci within ten (10) business days after the Effective Date.

- b. *License for the Portal Tools.* During any period in which Licensee maintains its Active Licensee status, Prosci hereby grants to Licensee and its Licensee Agents a limited, worldwide, non-exclusive, non-transferable license and right to access and use, solely for Licensee's internal business purposes, the Portal, the Portal Tools, and any updates to the Portal Tools.

3. Active Licensee Status.

- a. *Active Licensee.* "**Active Licensee**" means Licensee satisfies each of the following conditions: (a) Licensee is current in its payment of all License Fees owing under the Agreement; (b) Licensee has agreed to pay and made payment for the Active Licensee Fee applicable to the annual period following such anniversary of the Effective Date (as described in Section 5 below); and (c) Licensee is not in material breach of this Agreement or any other agreement between Prosci and Licensee
- b. *Discontinuing Active Status.* For the avoidance of doubt, if Licensee chooses to discontinue its status as an Active Licensee, the license grant in Section 2(a) will remain unaffected unless Licensee's Active Licensee status is terminated by Prosci for a material breach as described in Section 8.2 of the Agreement.
- c. *New Published Materials.* While Licensee maintains its Active Licensee status, Licensee will receive any new Published Materials Prosci releases to the general public. Prosci will provide any new Published Materials to Licensee upon notice to Licensee by Prosci (general notice to the public through email or other marketing method is acceptable.) Upon Licensee's receipt of any such new Published Materials, the same shall be subject to all rights and restrictions as set forth in this Agreement.

4. Program Materials Customization and Internal Reproduction.

- a. *Customized Documents.* Licensee and its Licensee Agents may customize the Program Materials (following such customization, the "Customized Documents") solely for use in connection with Licensee's own business and not for any customer, partner, and/or client of Licensee, or any other third-party. This limited right to customize, edit, and/or change the Program Materials and create the Customized Documents does not convey any right, title, interest, or intellectual property rights to Licensee to the Customized Documents.
- b. *Notice of Customization.* All standalone Customized Documents must include the following footnote: "Adapted from Prosci, Inc. Used under license." When Licensed Materials are customized in a single set of materials, the cover labeling must clearly retain Prosci trademarks and the set must indicate that the Customized Documents have been customized using the phrase: "Adapted from Prosci, Inc. Used under license. Customized and produced by James Madison University."
- c. *Co-Branding.* Notwithstanding Section 2.4.3, in the Agreement Licensee may co-brand Customized Documents in accordance with the terms of this Agreement.

- d. **Representative Samples.** Not more than once annually and without waiving any of its rights, Prosci may request to receive a set of the finished Customized Documents to ensure compliance with the terms of this Agreement. The sample set must be emailed to: notices@prosci.com (or, if Prosci provides a different address, then to such other address as Prosci provides notice thereof). Prosci reserves the right to object to the distribution of the Customized Documents and will inform Licensee in writing (by email) of any such objection. Licensee agrees that it will not distribute the Customized Documents after an objection from Prosci.
- e. **Internal Reproduction.** The Program Materials and the Customized Documents must be of professional quality and reproduced in color if they are intended to be: (a) distributed without any customization by Licensee; and/or (b) included in formal training programs or sessions.

5. Payment and Fees.

- a. **License Fees.** Subject to the payment terms in this Agreement, Prosci shall invoice upon the Exhibit Effective Date, and Licensee agrees to pay, an initial license fee in the amount of \$75,000.00 USD (such amount the “Initial License Fee”). As used herein, “License Fees” refers to, collectively, the Initial License Fee, the applicable fees for any License Expansion pursuant to Section 5(b) of this Exhibit and the applicable fees for any License Upgrade pursuant to section 2.1.2 of the Agreement.
- b. **Licensee Agent Count.** Licensee understands and agrees that the License Fees are based on total number of Licensee Agents. Licensee represents and warrants that it currently has not more than 4,300 licensee Agents (“**Initial Licensee Agent Count**”). If Licensee adds to the Initial License Agent Count (a “**License Expansion**”), Licensee understands and agrees that Licensee may pay additional fees to extend the licenses granted hereunder to cover additional Licensee Agents. It is Licensee’s obligation to promptly inform Prosci of any increase in the number of Licensee Agents.
- c. **Active Licensee Fee.** “**Active Licensee Fee**” is the amount equal to 20% of the Initial License Fee due or owing as of the applicable anniversary of the Effective Date; for clarity, no Active Licensee Fee is due until the first anniversary of the Effective Date. On each of the first, second, and third anniversaries of the Effective Date, Licensee agrees to pay Prosci the Active Licensee Fee. Thereafter, Licensee may discontinue its status as an Active Licensee by providing Prosci with at least thirty (30) days written notice in advance of the applicable anniversary of the Effective Date. If Licensee fails to provide such notice, Licensee agrees to pay the Active Licensee Fee for the applicable annual period, and Prosci will invoice such Active Licensee at the beginning of such annual period. If Licensee permits its status of Active Licensee to lapse, Prosci may permit Licensee to resume such status subject to Licensee paying to Prosci an amount equal to (a) the sum of all Active Licensee Fees for any period in which such status lapsed, plus (b) the Active Licensee Fee for the following annual period.

6. Term and Termination.

- a. The term of this Exhibit shall commence on the Exhibit Effective Date and end only upon termination, as set forth in Section 8 of the Agreement.

[Signature page follows]

BY SIGNING BELOW, the parties have executed this Exhibit, intending to be bound as of the Exhibit Effective Date set forth above.

James Madison University

By: *Katie Forsyth*

Printed Name: Katie Forsyth

Title: Buyer Senior

Date: 5/30/2025

Prosci, Inc.

By:  *Jennifer Tucker*

Printed Name: Jennifer Tucker

Title: Director, Legal Services

Date: 5/30/2025

COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: James Madison University

CONTRACTOR NAME: Prosci, Inc.

DATE: 11/02/2023

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Contractor enters into terms of use agreements or other agreements of understanding with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership /X/ corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. **(Check the appropriate box.)**

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs **1 through 18** shall have any effect or be enforceable against the Commonwealth:


1. **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**
2. **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**
3. **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**
4. **Requiring the Commonwealth to defend, indemnify or to hold harmless the Contractor for any act or omission;**
5. **Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;**
6. **Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**
7. **Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**
8. **Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;**

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its agents/employees;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This contract may be renewed annually by the Commonwealth after the expiration of the initial term under the terms and conditions of the original contract except as noted herein. If the Commonwealth elects to exercise the option to renew the contract for an additional renewal period, the contract price(s) for the succeeding renewal period shall not exceed the contract price(s) of the previous contract term increased/decreased by no more than the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by 
 Title Buyer Senior
 Printed Name Doug Chester

CONTRACTOR by Jennifer Tucker
 Title Principal Contract Attorney
 Printed Name Jennifer Tucker

October 2022