



CONTRACT MODIFICATION

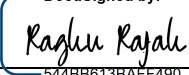
Date: September 29, 2025
Contract #: UCPJMU6789
Service: Study Abroad and International Student and Scholar Services Management SaaS
Modification #: One
Issued By: James Madison University Ph: 540-568-3137
 Colleen Johnson, Lead Commodity Contract Officer Fx: 540-568-7935
Contractor: Terra Dotta, LLC
 Attn: Lisa Lamm
 1330 Environ Way
 Chapel Hill, NC 27517 Ph: 919-285-5492
Contract Administrator: Jonathan Kratz, Academic Affairs

Description of Modification Notice:

The attached S/MIME Certificate Addendum is hereby incorporated into the contract UCPJMU6789, with third party reference terms of Sectigo for reference.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6789 as herefore changed, remain unchanged and in full force and effect.

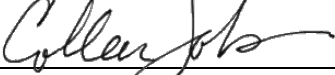
Terra Dotta, LLC

DocuSigned by:
By: 
 544BB613BAFF490...
 Raghu Rajah

Name (print)
 Chief Technology Officer

Title *Date Signed*

James Madison University

By: 
 Colleen Johnson, CUPO

Name (print)
 Lead Commodity Contract Officer 9/29/2025

Title *Date Signed*



S/MIME CERTIFICATE ADDENDUM

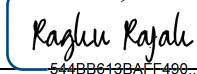
THIS S/MIME CERTIFICATE ADDENDUM (this “**Addendum**”) is entered into as of September 18, 2025 (the “**Effective Date**”), by and between Terra Dotta, LLC, a North Carolina limited liability company (“**Terra Dotta**”), and James Madison University (“**Client**”). This Addendum supplements that certain Software as a Service Agreement, dated as of March 12, 2024 (as amended and supplemented from time to time, the “**SaaS Agreement**”), between Terra Dotta and Client. All capitalized terms not otherwise defined in this Addendum are defined as provided in the SaaS Agreement. Terra Dotta and Client agree as follows:

1. Authorization to Purchase S/MIME Certificate. To utilize batching functionality with the Student & Exchange Visitor Information System (“**SEVIS**”), Client (a) grants Terra Dotta permission to purchase a Secure/Multipurpose Internet Mail Extensions certificate (“**S/MIME Certificate**”) on Client’s behalf and (b) authorizes Terra Dotta to accept the Terms of Service, Subscription Agreement, or any other terms and conditions or click-through consents that may be encountered in Terra Dotta’s purchase of the S/MIME Certificate from Sectigo (the “**Sectigo Terms**”). Client acknowledges and agrees that Terra Dotta’s purchase of the S/MIME Certificate is provided solely for Client’s convenience and Terra Dotta is not responsible for compliance with the Sectigo Terms or any liabilities thereunder.

2. Client’s Obligations. Client will: (a) respond to requests from Terra Dotta on a timely basis; (b) provide Terra Dotta with timely and accurate information and documentation; and (c) provide access to Client’s systems as necessary by Terra Dotta to validate, download, and install the S/MIME Certificate. Client remains responsible for uploading the S/MIME Certificate to SEVIS for each campus site where batching will be utilized and signing the Customer Agreement For Using The SEVIS Batch-File Transfer Process that is required by SEVIS.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

TERRA DOTTA, LLC

By: 
544BB613BAFF490...

Name: Raghu Rajah

Title: Chief Technology Officer

James Madison University

By: 

Name: Colleen Johnson

Title: Lead Commodity Contract Officer & PM

<https://www.sectigo.com/terms-of-use>

Legal and Compliance

Terms of Use

These terms of use contain a binding individual arbitration and class action waiver provision that affects your rights.

Acceptance of the Terms of Use

These Sectigo Website Terms of Use (these “Terms of Use”) constitute a binding agreement between you (“you”) and Sectigo Limited, a limited company formed under the laws of England and Wales with registered number 04058690 and with registered offices at 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom, on behalf of itself and its subsidiaries (collectively, “Sectigo” or “we”). These Terms of Use govern your use of the Site (defined below), including the content, functionality, updates, and accompanying written documentation on any of the websites operated by Sectigo (each, referred to as the “Site”), such as the following websites: sectigo.com, instantssl.com, positivessl.com, enterprisessl.com, hackerguardian.com, optimumssl.com, comodoca.com, ssl.comodo.com, codeguard.com, iconlabs.com, crt.sh, and the websites where ssl247 is the primary domain at one of the following TLDs: .ae, .be, .cl, .com, .com.br, .com.co, .com.mx, .co.uk, .de, .dk, .es, .fr, .ie, .it, .nl, .pe, .pt, and .se (for example, ssl247.fr).

By using the Site, you acknowledge that you have read these Terms of Use, you understand them, and that you accept them as presented herein. If you are access the Site on behalf of a legal entity, you accept these Terms of Use on behalf of such entity, and represent you have the authority to bind such legal entity to these Terms of Use.

The Site is offered and available to users who are 18 years of age or older. By using the Site, you represent and warrant that you are of legal age to form a binding contract with Sectigo and meet all of the foregoing eligibility requirements.

If you do not meet all of these requirements, you must not access or use the Site.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter.

Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Site and Account Security

We reserve the right to disable access to the Site and withdraw, amend, or discontinue the Site at any time, in whole or in part, including any service or material we provide on the Site or through the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to

time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your access to the Site, and use of the Site, that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register for a service on the Site or otherwise, through the use of any interactive features on the Site, is governed by Sectigo's Privacy Policy (available here: <https://sectigo.com/privacy-po...>, the "**Privacy Policy**"), and you consent to all actions we take with respect to your information that is consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, account, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Sectigo Products and Services

You acknowledge that Sectigo offers certain products and services on the Site and that if you use or register for one of these products or services, a separate agreement or terms of use between you and Sectigo will apply to the applicable product or service, the terms of which you will need to accept prior to use. Product- and service-specific agreements contain the complete terms for use of the applicable Sectigo product or service, as well as any warranties and representations relating to that product or service. Sectigo does not make any warranties or representations about its products or services in these Terms of Use about the quality, functioning, or accuracy of Sectigo's products or services.

If you purchase any certificates from any of the websites listed above, you agree to the terms and conditions listed in Sectigo's Certificate Subscriber Agreement located here: <https://www.sectigo.com/uploads/files/Certificate-Subscriber-Agreement-2.7-click.pdf>

Intellectual Property Rights

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- You may store files that are automatically cached by your Web browser for display enhancement purposes.
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- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

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- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site.

You must not access or use, for any commercial purposes, any part of the Site or any services, content, or materials made available through the Site.

If you wish to make any use of material on the Site other than that set out in this section, please address your request to: marketing@sectigo.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by Sectigo. Any use of the Site not expressly permitted by these Terms of Use is a material breach of these Terms of Use and may violate copyright, trademark, and other laws.

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Sectigo. All other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Sectigo's content standards set out in these Terms of Use below (the "**Content Standards**").
- To transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, spam, or any other similar solicitation.
- To impersonate or attempt to impersonate Sectigo, a Sectigo employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Sectigo or users of the Site, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper operation of the Site.

Content Standards

These content standards apply to any and all use of the Site. Use of the Site must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, your use of the Site must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

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Updates to Materials and Content in the Site

Materials or content made available through the Site may be out of date at any given time, and we are under no obligation to update such materials or content. From time to time, we

may update the materials or content we make available through the Site, but such updates are not necessarily accurate, complete, or the latest versions of the material or content. Information About You and Your Visits to the Site

All information we collect on the Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party services linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such services.

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YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SECTIGO NOR ANY PERSON ASSOCIATED WITH SECTIGO MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER SECTIGO NOR ANYONE ASSOCIATED WITH SECTIGO REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, SECTIGO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT MAY BE PROVIDED IN A SEPARATE AGREEMENT FOR THE PROVISION OF SERVICES OBTAINED THROUGH THE SITE.

Limitation on Liability

SECTIGO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OR RELATED TO THESE TERMS OF USE, UNDER ANY THEORY OR CLAIM, SHALL BE LIMITED TO USD \$100.00 (ONE HUNDRED US DOLLARS), REGARDLESS OF THE TYPE, AMOUNT, OR EXTENT OF ANY ACTUAL DAMAGES SUFFERED. SECTIGO SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, OPPORTUNITIES, REVENUE, SAVINGS, GOODWILL, OR USE OR POSSESSION OF DATA, EVEN IF SECTIGO WAS AWARE OF THE POSSIBILITY OR THE EXISTANCE OF SUCH DAMAGES. THE LIMITATIONS ON LIABILITY PROVIDED HEREIN SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY LAW. SECTIGO SHALL NOT BE LIABLE TO YOU FOR ANY LOSS SUFFERED BY YOU DUE TO USE OF THE SERVICES OUTSIDE THE NORMAL AND INTENDED USE.

The limitation of liability set out above does not apply to liability resulting from death or bodily injury caused by your use of the Site.

Indemnification

You agree to defend, indemnify, and hold harmless Sectigo, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, your use of the Site, including, but not limited to, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use, your use of any links to websites operated by third parties, Sectigo's use of any information supplied by you, or your use of any information obtained from the Site.

Governing Law and Jurisdiction

These Terms of Use and any disputes relating to the Site provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of New Jersey, if you are located in North America; or (b) the laws of England and Wales, if you are located outside of North America. The parties agree to the exclusive jurisdiction of (a) the courts of New Jersey if you are located in North America, or (b) the courts of England and Wales if you are located outside of North America, although we retain the right to bring any suit, action, or

proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Binding Arbitration

(i) Purpose. The term “Dispute” means any dispute, claim, or controversy between you and Sectigo regarding any Site provided, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced. If you have a Dispute with Sectigo or any of Sectigo’s officers, directors, employees, attorneys and agents that cannot be resolved through negotiation within the time-frame described in the Notice of Dispute clause below, other than those matters listed in the Exclusions from Arbitration clause, you and Sectigo agree to seek resolution of the Dispute only through arbitration in accordance with the terms of this Section, and not litigate any Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

(ii) Exclusions from Arbitration. YOU AND SECTIGO AGREE THAT ANY CLAIM FILED BY EITHER PARTY IN SMALL CLAIMS COURT AND ANY CLAIM FOR AMOUNTS OWED FOR USE OF THE SITE ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.

(iii) Notice of Dispute. IF YOU HAVE A DISPUTE WITH SECTIGO, YOU MUST SEND WRITTEN NOTICE TO SECTIGO TO GIVE SECTIGO THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If the Dispute is not resolved within 60 days from receipt of notice of the Dispute, you or Sectigo may pursue the claim in arbitration pursuant to the terms in this Section.

(iv) Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND SECTIGO SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011.

(v) Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or Sectigo elects to resolve the Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association (“AAA”), www.adr.org, or JAMS www.jamsadr.com. The terms of this Section govern in the event they conflict with the rules of the arbitration organization selected by the parties.

(vi) Arbitration Procedures. Because the Site provided to you by Sectigo concerns interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes.

For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("**Supplementary Procedures**") shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA's Commercial Arbitration Rules, and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if a claim does not exceed \$75,000 and you provide notice to and negotiated in good faith with Sectigo as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to you or Sectigo. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

(vii) Location of Arbitration. All claims for arbitration shall be submitted to and heard by the office of AAA located in the State of New Jersey. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in the State of New Jersey.

(viii) Severability. If any clause within this Section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section will be unenforceable, and the Dispute will be decided by a court and both parties each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.

(ix) Right To Opt Out Of Binding Arbitration And Class Action Waiver Within 30 Days. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION, YOU MUST NOTIFY SECTIGO IN WRITING WITHIN 30 DAYS AFTER THE DATE THAT YOU ACCEPT THESE TERMS OF USE UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE EITHER (A) SENT VIA EMAIL TO LEGALNOTICES@SECTIGO.COM OR (B) MAILED TO SECTIGO AT: 5 BECKER FARM ROAD, SUITE 300, ROSELAND, NJ 07068, USA, ATTN: GENERAL COUNSEL. IN EITHER CASE YOU MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SECTIGO THROUGH BINDING ARBITRATION.

(x) Continuation. This Section shall survive any termination of this Agreement.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Rights of Third Parties

There are no third party beneficiaries under this Agreement. No third party shall have any rights to bring a claim under the Contracts (Rights of Third Parties) Act 1999 in respect of these Terms of Use.

Waiver and Severability

No waiver by Sectigo of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Sectigo to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Force Majeure

Neither party hereto shall be liable for any breach of its obligations hereunder resulting from any event not under the reasonable control of that party. The parties agree that the availability of the Internet and connections made through the Internet are not within the reasonable control of either party.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Sectigo regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Your Comments and Concerns

The Site is operated by Sectigo Limited, 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom.

All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to: webmaster@sectigo.com.

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: Sectigo Limited

DATE: 9/22/2025

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) private limited company 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;**

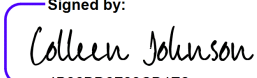
- 10. Limiting or adding to the time period within which claims can be made or actions can be brought;
- 11. Limiting the liability of the Contractor for property damage or personal injury. The parties agree that this clause does not extend the Contractor's liability beyond its own acts or those of its 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 Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

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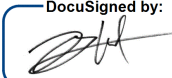
This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

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

Signed by:

 AGENCY by _____
 (signature)
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Title LCCO&PM

Printed Name Colleen Johnson

DocuSigned by:

 CONTRACTOR by _____
 (signature)
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Title General Counsel

Printed Name Brian Holland

October 2022

September 26, 2025