



CONTRACT MODIFICATION

Date: July 25, 2025
Contract #: UCPJMU6926
Service: ERP Advisory Services
Modification #: Two
Issued By: James Madison University Ph: 540-568-5113
 Katie Forsyth, Buyer Senior Fx: 540-568-7935
Contractor: MGT Impact Solutions, LLC (which includes MGT Impact Solutions, LLC dba The Tambellini Group and Cicero, a division of MGT Impact Solutions, LLC)
 Attn: A. Trey Traviesa 4320 W. Kennedy Blvd.
 Tampa, FL 33543
Contract Administrator: Robin Bryan, Information Technology

Description of Modification Notice:

The attached Peertelligent Subscription, modifications, and pricing for James Madison University are hereby added to contract UCPJMU6926:

- Deployment Support Subscription Add-On Package Order Agreement, effective at execution of this Modification #2;
- Tambellini Peertelligent Premium Service Credit Usage Agreement, signed December 12, 2024;
- Order Agreement: Tambellini Peertelligent Subscription Agreement for James Madison University, signed November 17, 2023;
- Tambellini Membership Subscription Agreement: Tambellini Peertelligent for Higher Education, signed December 12, 2018.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6926, remain unchanged and in full force and effect.

MGT Impact Solutions, LLC

By: 

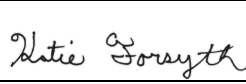
A. Trey Traviesa

Name (print)

Chief Executive Officer

Title *Date Signed*
7/29/2025

James Madison University

By: 

Katie Forsyth,

Name (print)

Buyer Senior 7/29/25

Title *Date Signed*

Deployment Support Subscription Plan	Year 1: 7/30/2025 – 7/29/2026	Year 2: 7/30/2026 – 7/29/2027	Year 3: 7/30/2027 – 7/29/2028	Year 4: 7/30/2028 – 7/29/2029	Year 5: 7/30/2029 – 7/29/2030
Peertelligent® Deployment Support, Level 3 All-Access FTE 20,000-34,999	\$62,400	\$65,520	\$68,796	\$72,236	\$75,848
Multi-year commitment discount	\$0	(\$3,120)	(\$6,396)	(\$9,836)	(\$13,448)
Annual Costs	\$62,400	\$62,400	\$62,400	\$62,400	\$62,400
Total Order Fee	\$312,000				
Payment Terms	<p>Net 30 Days</p> <p>Preferred method of payment is ACH:</p> <p>Payee Name: MGT Impact Solutions, LLC dba The Tambellini Group</p> <p>Payee Mailing Address: 4320 W. Kennedy Blvd. #200, Tampa, FL 33609</p> <p>Bank Name: [REDACTED]</p> <p>Bank Address: [REDACTED]</p> <p>Account Number: [REDACTED]</p> <p>ABA Number (for an ACH): [REDACTED]</p>				

***Pricing is valid through July 30, 2025.**

Service Terms

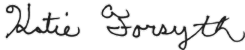

This Agreement and the Services contemplated herein will commence on the Agreement signature date and continue for sixty months from the contract signature date. Customer acknowledges that they are adding a standalone subscription package to their Peertelligent Subscription, and this agreement is non-cancelable and non-refundable with the exception to termination in the event of UCPJMU6926 via General T&C VII.V. Availability of Funds. Any additional service terms agreed to in the original Service Agreement remain intact.

Payment Terms

MGT will invoice Customer for the first year of subscription services (the "Invoice") upon its receipt of a signed copy of this Agreement and 60 days in advance of the start date for each subsequent subscription year. Payment is due 30 days from the invoice receipt per the Virginia Prompt Payment Act. Subscription fees are based on the institution's FTE count and Carnegie classification at the time subscription is

initiated. MGT annually reserves the right to review the published FTE counts and Carnegie classification using the Integrated Postsecondary Education Data Systems (IPEDS) or other appropriate sources and update the fee according to the then-current pricing.

The Service fee will increase annually.

Acceptance of Terms and Conditions:	
<p>James Madison University</p> <p>Name: Katie Forsyth</p> <p>Title: Buyer Senior</p> <p>Signature: </p> <p>Date: 7/29/25</p>	<p>MGT Impact Solutions, LLC dba The Tambellini Group:</p> <p>Name: A. Trey Traviesa</p> <p>Title: CEO</p> <p>Signature: </p> <p>Date: 7/28/2025</p>

Please return signed copy via email to contracts@mgt.us



TAMBELLINI GROUP
TRUSTED MARKET ADVISORS®

Tambellini Peertelligent Premium Service Credit Usage Agreement

Overview

James Madison University (JMU) has requested authorization to share with Prosci, Inc. the final report prepared by Tambellini as a part of JMU's recently completed Assessment.

To support JMU sustained efforts with Reengineering Madison, Tambellini will provide a redacted report that can be shared with Prosci, Inc. with a signed agreement between Prosci, Inc. and Tambellini for the use of the report.

Includes

- Confirming with JMU the Assessment report sections that are most valuable
- Preparing a redacted report of JMU's final assessment report
- Contracting with Prosci, Inc. appropriately for their use of the redacted report
- Redacted Assessment Final Report

Intellectual Property

These deliverables are based on Tambellini's IP.

Timeline

If this agreement is signed by 12/12/24, Tambellini will complete the report for Prosci, Inc. by 12/20/24, assuming a signed agreement between Tambellini and Prosci, Inc.

Client Responsibility

- Identify with JMU the report sections of value for the work with Prosci, Inc.
- Prosci, Inc. to sign an agreement between Tambellini and Prosci, Inc.

Fee and Payment

The total cost for this engagement is one (1) Premium Service Credit. JMU will use one (1) existing Premium Service Credits from the 2024-2025 subscription year.

Acceptance

The signatures below indicate acceptance of the services outlined above. Once signed by an authorized agent of the Institution, this gives the approval to begin work as specified. The Tambellini Membership Subscription Agreement signed on 12/12/2018, is the governing Terms and Conditions for this Premium Services Credit Usage Agreement.

For James Madison University:



Signature

Doug Chester

Name Printed

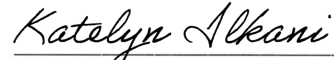
Boyer Senior

Title

12/9/24

Date

For The Tambellini Group, LLC:



Katelyn Ilkani, President and Chief Operating Officer

12/12/2024

Date

The Tambellini Group, LLC
PO Box 685
Irvington, Virginia
(804) 438-9393
Fax: (800) 507-8152



ORDER AGREEMENT

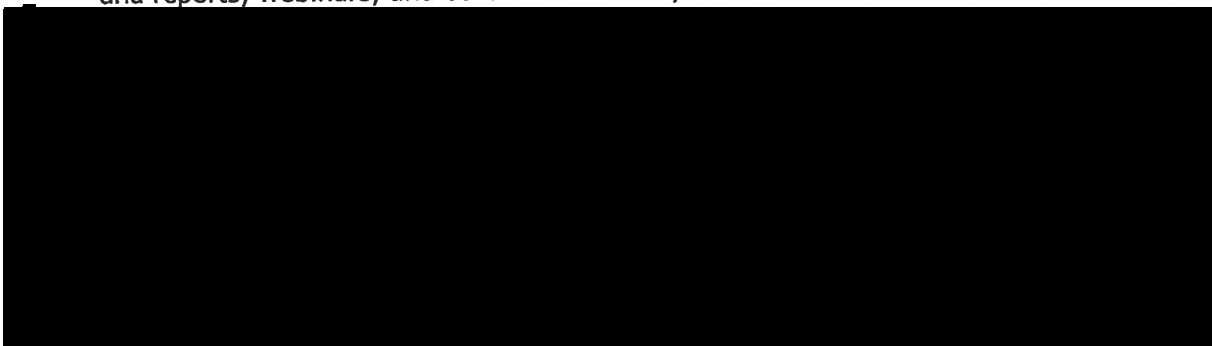
Tambellini Peertelligent® Subscription Agreement for James Madison University (“Client”)

Client agrees to subscribe to the following subscription plan for the terms and fees set forth below. All other terms and obligations of the Subscription Agreement previously signed by Client on December 18, 2018, remain in full force and effect.

Subscription Description

Client has selected the Peertelligent® Subscription Package, which includes:

- **Up to three (3)** licensed users/seat holders.
- Access to Tambellini’s self-service portal, Peertelligent®, and **Tambellini research** and reports, webinars, and other member-only content.



Tambellini reserves the right to add or change available Premium Services. Subscription benefits must be used within the contract year. Monthly benefits must be used each month or are forfeited. If Premium Service is not used within the term of the subscription year, the Premium Service is forfeited.

Order Schedule

Client agrees to a three-year subscription term, as follows:

Subscription Plan	Year 1 12/12/2023 - 12/11/2024	Year 2 12/12/2024 - 12/11/2025	Year 3 12/12/2025 - 12/11/2026	Total
Peertelligent® Subscription	\$27,300	\$28,200	\$29,100	\$84,600
Price Band based on enrollment = 20,000 - 24,999 FTE				



Subscription Plan	Year 1 12/12/2023 - 12/11/2024	Year 2 12/12/2024 - 12/11/2025	Year 3 12/12/2025 - 12/11/2026	Total
Additional Premium Service Credits (3)	\$25,650	\$26,425	\$27,225	\$79,300
Yearly Total	\$52,950	\$54,625	\$56,325	\$163,900
Total Contract				\$163,900 USD*

**Pricing is valid through December 11, 2023.*

Service Terms

This Agreement, and the Services contemplated herein, will commence on the "Services Start Date" and end on the "Services End Date" as shown above. This agreement will automatically renew unless either (i) Customer notifies Tambellini of its intent not to renew at least forty-five (45) days prior to the renewal date or (ii) Tambellini notifies Customer of its intent not to renew any time before or on the renewal date. Upon termination, Customer will immediately cease, and cause its agents to immediately cease use of the Tambellini Database and Services. Any additional service terms agreed to in the original Service Agreement remain intact.

Payment Terms

Tambellini will invoice Customer for the entire term of subscription services (the "Invoice") upon its receipt of a signed copy of this Agreement. Payment is due 30 days from the invoice date. Subscription fees are based on the institution's FTE count at the time subscription is initiated. Tambellini annually reserves the right to review the published FTE counts using the Integrated Postsecondary Education Data Systems (IPEDS) or other appropriate sources and update the fee according to then-current pricing.

This Agreement will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors-in-interest and assigns, except that Customer may assign only upon written approval of Tambellini. Tambellini's consent to the assignment is conditioned upon Customer's payment of the difference between the fee paid for the subscription and the applicable fee for the subscription based on then current pricing for term of the subscription if as a result of the Transaction, Customer's size and usage of the Services has increased such that Customer falls within an increased fee for subscription fees. Thereafter, for any Agreement renewal terms, Customer will remain at the increased subscription level.

The Service fee will increase annually.

The preferred payment method is ACH:

Payee Name: The Tambellini Group, LLC

Payee Mailing: Address P.O. Box 685, Irvington, VA 22480



TAMBELLINI GROUP
TRUSTED MARKET ADVISORS®

Bank Name: Blue Ridge Bank

Bank Address: P.O. Box 100 S. Main Street, Kilmarnock, VA 22482

Account Number: 0912208401

ABA Number (for an ACH): 015402372

Acceptance of Terms and Conditions:

James Madison University

Name: Doug Chester

Title: Buyer Senior

Signature: 

Date: 11/17/23

The Tambellini Group, LLC

Name: Katelyn Ilkani

Title: President and Chief Operating Officer

Signature: 

Date: 11/17/2023

Email your signed order to contracts@thetambellinigroup.com

The attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form is included as part of this agreement and in case of conflict the COV Agency Contract Form Addendum to Contractor's Form governs.

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

AGENCY NAME: James Madison University

CONTRACTOR NAME: The Tambellini Group

DATE: 11/14/2023

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) / X/ individual proprietorship // association // partnership / / 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. Obliging 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 
 Title President and COO
 Printed Name Katelyn Ilkani



Tambellini Membership Subscription Agreement

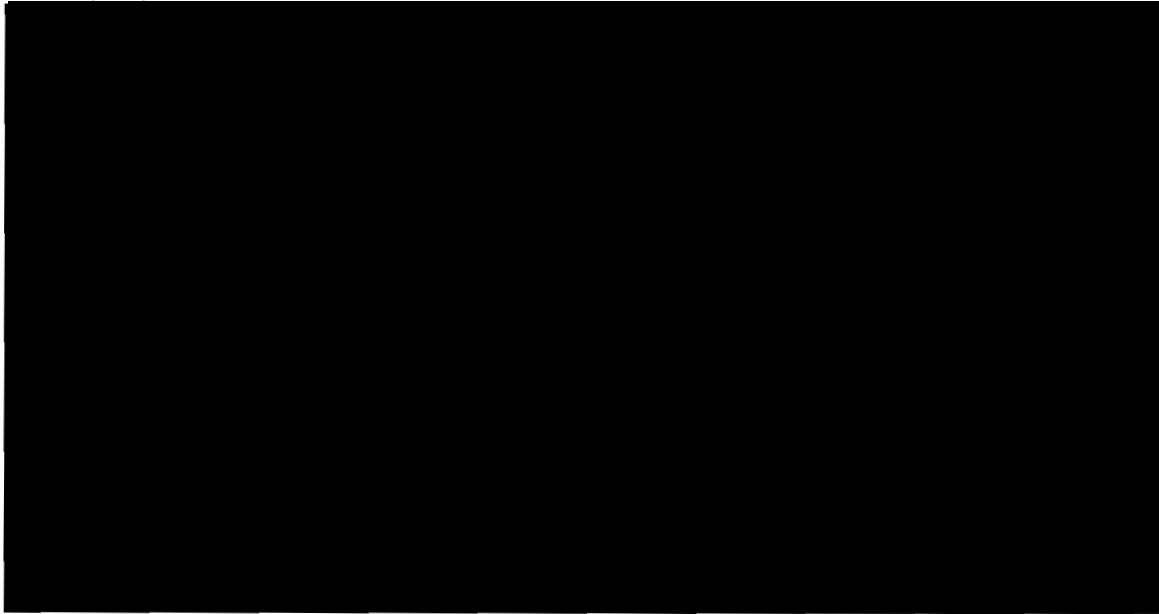
Tambellini Peertelligent for Higher Education

This service agreement ("Agreement") is effective as of the last date written below (the "Effective Date") between The Tambellini Group, LLC, with a mailing address of P.O. Box 685, Irvington, Virginia 22480 ("TTG") and, **James Madison University** with a mailing address of **800 S. Main St., Harrisonburg, VA 22807** ("Customer"). Whereas, TTG desires to offer access to its specialized database and to perform certain advisory services for Customer; and whereas, Customer desires to access TTG's specialized database and for TTG to perform such services. Now, therefore, in consideration of the mutual covenants and agreements and other good and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services.** Customer purchases an annual subscription Tambellini Peertelligent service described below (collectively, the "Services").

Tambellini Membership Description

- o **Three (3)** licensed users as part of this agreement; additional licensed users will incur a separate yearly fee.



Please see attached glossary of terms for descriptions of membership benefits.

2. **Database Participation.** Customer is encouraged to suggest additions regarding its specific knowledge of the selections in higher education, which TTG shall validate. All Customer suggestions and additions shall become part of the Database and be exclusively owned by TTG.
3. **Services Term.** This Agreement, and the Services contemplated herein, will commence on the "Services Start Date" and end on the "Services End Date" as shown below. This agreement will renew for four (4) additional years for a total of (5) years, with the issuance of a Customer purchase order. Either party may terminate this

P.O. Box 685, Irvington, VA 22480 www.theTambellinigroup.com
P (804) 438-9393 F (800) 507-8152

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Agreement by written notice to the other for breach of contract, upon sixty (60) days prior written notice, if the breach is not cured within ten (10) days of notice of breach. Customer may terminate the annual renewal for convenience without notice with each annual renewal. Termination will not relieve Customer of the obligation to pay TTG for all Services rendered up to termination. In the event of cancellation by Customer due to TTG unremedied breach, TTG shall promptly refund all prepaid unused fees from the date that notice of breach was given by the Customer. This Agreement will automatically terminate upon either party filing a voluntary petition for bankruptcy, reorganization, or any arrangement under any bankruptcy or insolvency law, or an involuntary petition under any such law being filed against said party and not dismissed within 90 days or either party making an assignment for the benefit of its creditors. Upon termination, Customer will immediately cease, and cause its agents to immediately cease use of the Database and Services.

4. **Payment.** Upon its receipt of a signed copy of this Agreement, TTG will invoice Customer for the Services (the "Invoice"). Customer will remit payment to TTG within thirty (30) days of receipt of invoice by the Customer. Customer acknowledges and agrees to pay any and all applicable sales, use, value added, or other taxes, or other fees or charges imposed or assessed by any governmental entity upon the Services. TTG will charge and Customer will pay a late fee of the lesser of one (1) percent per month or the highest interest rate allowable under applicable law on any delinquent Invoice payment. As a matter of course, TTG does not require a Purchase Order. TTG may suspend Customer access to the Database and Services during any period in which Invoice payments are delinquent. TTG expressly rejects any and all Purchase Order terms inconsistent with or additional to the terms of this Agreement. Any such terms will be inapplicable and of no force or effect. Fees are non-refundable.
5. **Customer Representatives Information.** Customer will designate and provide each of a (i) Primary Contact and (ii) Customer Administrator (collectively, the "Customer Representatives"), who will be responsible for coordinating the Services and answering any TTG questions. Customer will update TTG should the Customer Representatives change. TTG is not responsible for any delays in rendering Services or access to the Database due to Customer's failure to update the Customer Representatives' information or due to any unresponsive Customer Representatives.
6. **Intellectual Property; No Third-Party Use of the Services.** TTG owns and retains all right, title, and interest in and to the Database and Services, and Customer has no right to use the same except as expressly granted to Customer herein. The Database and Services are provided by TTG for the benefit of the Customer only. Customer will manage access by enforcing TTG's limitations of use. Only the individuals listed as "Licensed Users" below may access the Database and use the Services. Each Licensed User must create a unique login and password, which may not be shared. A Licensed User may access up to thirty (30) records per month provided through the Database and Services for internal use only. Customer and the Licensed Users will not share data, reports, or other content garnered from the Database, Services, or both with an unlicensed party. Customer may not create derivative works from information and content accessed through the Database, Services, or both. Customer grants TTG permission to list Customer's name and logo as a client on TTG's website and marketing materials. If JMU's logo is used it must conform to university style guides found here: <https://www.jmu.edu/identity/our-style/logo.shtml>. Any and all goodwill accruing from use of Customer's mark shall inure to Customer.
7. **Confidential Information.** During the term of this Agreement and thereafter, each party will treat as confidential all information that it obtains concerning, but not limited to, the business, finances, technology and affairs of the other party and the terms of this Agreement ("Confidential Information"). A receiving party shall not, without the express written consent of the disclosing party, directly or indirectly communicate or divulge to or use for the benefit of itself or any other person or entity, any of the disclosing party's Confidential Information. Each of the parties will use at least the same degree of care (and not less than a reasonable degree of care) it uses to prevent the disclosure of its own Confidential Information, to prevent the disclosure of Confidential Information of the other party. Each party will promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Upon expiration or termination of this Agreement, each party shall return or destroy the Confidential Information of the other party. Customer agrees to keep the terms of this Agreement, including cost and pricing information, confidential and to take all reasonable steps to secure communications and written records regarding this Agreement and its terms. Each Customer must abide by these confidentiality requirements to protect itself and other TTG customers. TTG does not sell personal data about its Customers or Licensed Users and it does not sell leads to vendors. TTG relies on vendors, investors and banker customers, like Customer, to support the Database and the Services. Customers must contact institutions of higher education directly to get additional information.
8. **WAIVER OF WARRANTIES. THE SERVICES AND THE DATABASE ARE PROVIDED ON AN "AS IS" BASIS, AND TTG EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION.**

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CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. TTG SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES, THE DATABASE, OR ANY INFORMATION OR DATA CONTAINED THEREIN. CUSTOMER UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES AND THE DATABASE. TTG DOES NOT WARRANT THE DATABASE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE DATABASE WILL BE CORRECTED OR THAT THE DATABASE WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE APPLICATIONS.

9. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TTG BE LIABLE TO CUSTOMER, ITS OWNERS, OR AGENTS, UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF TTG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TTG'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES, DATABASE, OR BOTH, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL VALUE OF THIS CONTRACT.
10. **Indemnification.** Each party shall indemnify, defend, and hold the other party, its officers, employees, agents, owners, successors, and assigns harmless against any and all claims, proceedings, demands, liabilities, and damages express or implied, of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising from or related to such party's breach of this Agreement. The party seeking indemnification (the "Indemnified Party") shall promptly notify the party providing indemnification (the "Indemnifying Party") of any such claims, proceedings, or demands upon receipt of knowledge of the same. In connection therewith, the Indemnifying Party shall bear the expenses of defending such claim and, at its option, may assume the defense of any such action and all negotiations for its settlement or compromise (it being understood that the Indemnifying Party shall not enter any settlement without consent of the Indemnified Party, which consent will not be unreasonably withheld). Each party shall keep the other party fully informed about all material information regarding any claim covered under this Agreement.
11. **Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws rules thereof. This Agreement sets forth the entire agreement between the parties regarding the subject matter herein and supersedes all prior written or verbal agreements and understandings with respect to such subject matter. This Agreement may not be amended other than in writing signed by both parties. Specifically, a Customer Purchase Order will not modify this Agreement. Nothing in this Agreement shall confer any rights upon any person or entity who is not a party to this Agreement, nor shall anything in this Agreement be construed as an obligation of either party to any non-party to this Agreement. If any provision of this Agreement is found invalid under any applicable law, that provision is, to the extent invalid, omitted, but the remainder of this Agreement will continue to be binding upon both parties. No covenant or condition of this Agreement will be waived except in writing. Forbearance or indulgence by a party in any regard whatsoever will not constitute a waiver of any covenant or condition to be performed by the other. All provisions of this Agreement which by their nature should survive termination or expiration will survive termination or expiration, including, without limitation, Paragraphs 3, 6, 7, 8, 9, 10, and 11. Customer agrees a violation of this Agreement may cause irreparable harm and damage to TTG for which no adequate remedy at law exists. For this reason, TTG will have the right, in addition to any other remedies available to it at law or in equity, to seek an injunction to enjoin the breaching party in a court of equity from violating without having to prove damages or post bond. This Agreement may be executed in multiple counterparts. This Agreement will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors-in-interest and assigns, except that Customer may assign only upon written approval of TTG.

"Customer"

Institution Name	James Madison University		
Billing Address	800 S Main St., Harrisonburg, VA 22807		
Billing Email	acctspayable@jmu.edu		
Purchase Order Number			
Services Start Date and Services End Date	TBD – Will be filled in upon contract signature. 12/12/18-12/11/23		
Subscription Definition and Fee –Pricing Expires December 21, 2018	Term		
	60 Months	\$24,995	
Total Order Fee	\$23,995 annually for the first year. There will then be an increase of 2% annually for each of the remaining 4 years. Each subsequent year's fee will be due Net 30 from the anniversary of the original signing date. (pricing and terms reflect a \$1,000 discount and one additional user for HEUG member institutions)		
Payment Terms	Net 30 Days		

"Licensed User"

	Name	Title	Email Address	Telephone
User #1	Dale Hulvey	IT, AVP	hulveydb@jmu.edu	540-568-7063
User #2	Robin Bryan	IT, Executive Director	bryanra@jmu.edu	540-568-7063
User #3	Darlene Quackenbush	IT, Info Security Officer	quackedh@jmu.edu	540-568-7063

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

Customer: James Madison University

The Tambellini Group, LLC:

By: *Colleen Johnson*

By: *Vicki J. Tambellini*

Its: *Colleen Johnson, Buyer Spec.*

Vicki Tambellini
Its: President and CEO

Date: *12/12/18*

Date: 12/12/2018

CMJ

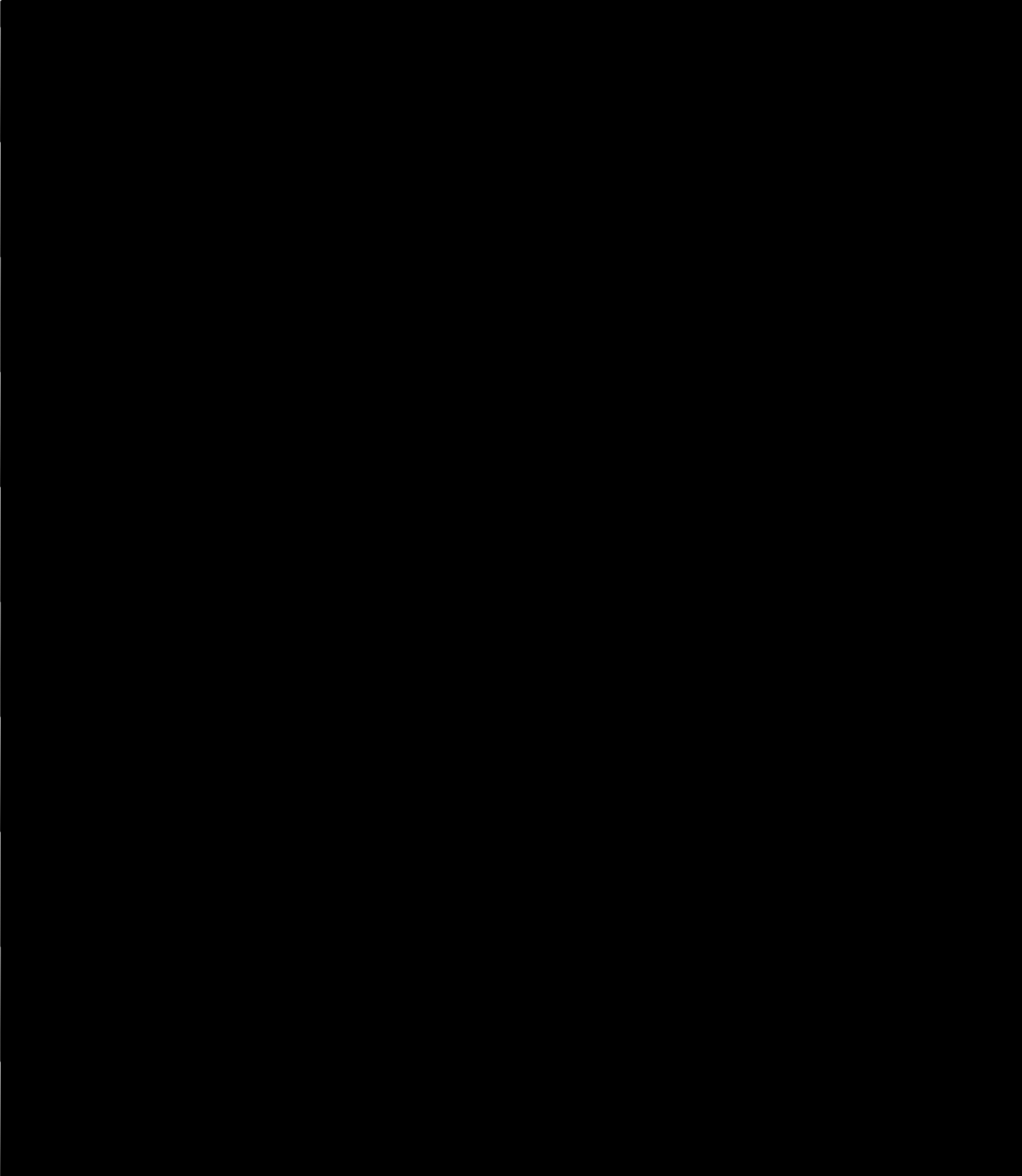
The attached Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form is included as part of this agreement and in case of conflict the COV Agency Contract Form Addendum to Contractor's Form governs.

Fax YOUR Signed Order to +1 800 507 8152 or scan and email to bec.kv.rose@thetambellinigroup.com

P.O. Box 685, Irvington, VA 22480
P (804) 438-9393

www.theTambelliniGroup.com
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**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: The Tambellini Group

DATE: 12-5-18

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 Vendor 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 // 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 17** 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 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.**

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.

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 *Colleen Johnson*
Title *Buyer Specialist*
Printed Name *Colleen Johnson*

CONTRACTOR by *Vicki T. Tambellini*
Title President and CEO
Printed Name Vicki T. Tambellini

JUL. 2009