CONTRACT RENEWAL LETTER

Date:	May 29, 2019
Contract #:	UCPJMU4674
Service:	Curriculum and Catalog Management System
Renewal Period:	August 2, 2019 to August 1, 2020
Renewal #:	3 of 9 One-Year
Issued By:	James Madison University
	Colleen Johnson, Buyer Specialist Ph: 540-568-3137
Contractor:	Digital Architecture, Inc.
	5015 S. Florida Ave., Third Floor
	Lakeland, FL 33813 Ph: 863-774-6844
Contract Administrator:	Kimberly McGivern, Academic Affairs

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will increase 1.9% in accordance with the December 2018 CPI-U (All Items, not seasonally adjusted) and is as follows:

Curriculog:

    Licensing: $89,154.42

    Professional Services: $19,757.24

    Annual Cost for Hosting, Support, and Upgrades: $20,505.34

Acalog:

    Licensing: $66,866.34

    Professional Services: $25,175.26

    Annual Cost for Hosting, Support, and Upgrades: $20,505.34

The following terms are hereby added to the contract:

1. Rights and License in and to University Data: The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.

2. Data Privacy and Subcontractors: Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law. University Data will not be stored outside the United States without prior written consent from the University. Contractor will provide access to University Data only to its employees and
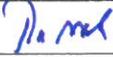
subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.

3. Data Security: Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

4. Security Breach Response: Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

5. Data Transfer Upon Termination or Expiration: Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Contractor shall ensure that such transfer uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University. In the event that the University requests destruction of its data, Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

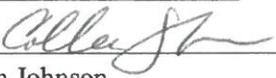Return one executed renewal notice to my attention within ten days.

Digital Architecture, Inc.		**James Madison University**	
By:		By:	
Roger Maloch		Colleen Johnson,	
Name (print)		*Name (print)*	
CFO	6-3-18	Buyer Specialist	5/29/19
Title	*Date Signed*	*Title*	*Date Signed*