



CONTRACT MODIFICATION

Date: March 31, 2021
Contract #: UCPJMU4871
Service: Electronic Research Administration System
Modification #: One
Issued By: James Madison University Ph: 540-568-3137
 Colleen Johnson, Buyer Specialist Fx: 540-568-7935
Contractor: Key Solutions, Inc.
 Attn: Swarupa R. Mallipeddi
 2803 Lakeview Court
 Fremont, CA 94538
Contract Administrator: Becky Rohlf, Research and Public Service

Description of Modification Notice:

The attached *Amendment Number One to Contract No. UPCJMU4871* is hereby added to the contract.

Except as provided herein, all terms and conditions of Contract Number UCPJMU4871, remain unchanged and in full force and effect.

Key Solutions, Inc.
 By: M. Swarupa Rami
 Swarupa R. Mallipeddi

James Madison University
 By: Colleen Johnson
 Colleen Johnson,

Name (print)
 Operations Manager

Title *Date Signed*

Name (print)
 Buyer Specialist

Title *Date Signed* 3-31-2021

AMENDMENT NUMBER ONE TO CONTRACT NO. UCPJMU4871

This AMENDMENT NUMBER ONE TO CONTRACT NO. UCPJMU4871 ("Amendment Number One") is dated for identification purposes as December 14, 2020, but is effective as set forth herein, by and between James Madison University ("JMU") and Key Solutions, Inc. ("KSI").

RECITALS

A. JMU and KSI entered into an agreement pursuant to a Request for Proposal issued by JMU for certain software products and services (the "Agreement"). The parties entered into the Agreement on June 21, 2017.

B. The Agreement consists of several documents. The Agreement includes: (1) a Commonwealth of Virginia Standard Contract bearing contract number UCPJMU4871; (2) portions of the Request for Proposal # MLO-884, including Statement of Needs, General Terms and Conditions, Special Terms and Conditions together with any negotiated modifications of those Special Conditions, Addendum No. One dated January 7, 2016, and Addendum No. Two dated January 19, 2016; and (3) KSI's Contractor's Proposal dated January 28, 2016, and accompanying modifications, including Negotiations Summary dated June 19, 2017, and KSI's Master Software License Agreement dated June 21, 2017.

C. The Agreement establishes the Pricing Schedule, titled "Attachment A – Pricing Schedule" in the Agreement documents, for fees JMU pays to KSI for KSI's services. Attachment A lists six (6) different services provided by KSI, five (5) of which are license services. The Master Software License Agreement dated June 21, 2017, sets out the specific software services provided by KSI. Each license service provided by KSI is accompanied by an Annual Maintenance fee that JMU is required to pay annually to KSI for that specific service.

D. The five (5) license services are named: (1) eProtocol IACUC Software Module for Animal Subjects; (2) eGrants Software Module for Grants Management; (3) IRB Software Module for Human Subjects; (4) Conflict of Interest Software Module; and (5) Biosafety (IBC) Software Module.

E. JMU and KSI are currently in a dispute regarding the eGrants and Conflict of Interest modules. JMU is not interested in continuing to work with KSI on the eGrants and Conflict of Interest modules. JMU and KSI now desire to resolve their dispute regarding the eGrants and Conflict of Interest modules by amending the Agreement in this Amendment Number One.

Therefore, effective as of ^{MARCH 31, 2021} ~~December~~, 2020, the Agreement is hereby amended as follows:

1. The license issued by KSI and held by JMU for the eGrants Software Module for Grants Management is hereby terminated upon the mutual agreement of the parties. KSI owes no further obligations to JMU regarding the eGrants module, and JMU owes no further licensing or fees to KSI for the eGrants module. The Agreement shall no longer bind the parties with respect to the eGrants module except as set forth below or as set forth in the termination provisions of the Agreement.

2. The license issued by KSI and held by JMU for the Conflict of Interest Software Module is hereby terminated upon the mutual agreement of the parties. KSI owes no further obligations to JMU regarding the Conflict of Interest module, and JMU owes no further licensing or other fees to KSI for the Conflict of Interest module. The Agreement shall no longer bind the parties with respect to the Conflict of Interest module except as set forth below or as set forth in the termination provisions of the Agreement.

3. The parties acknowledge and agree that the terms of the Agreement, including the Master Software License Agreement, shall survive the termination of the eGrants and Conflict of Interest

Modules in accordance with Section 9.4 of the Master Software License Agreement. JMU agrees and acknowledges that it must abide by Section 9.3 of the Master Software License Agreement regarding the effect of termination for each terminated software module. The parties further acknowledge and agree that no other software services under the Agreement are affected by this Amendment Number One, except for the modifications set forth herein.

4. The Agreement relating to the eProtocol IACUC, Human Subjects IRB, and BioSafety IBC modules (the "Remaining Modules") shall remain in effect and shall continue to bind the parties.

5. KSI and JMU hereby amend the maintenance costs for the eProtocol IACUC, Human Subjects IRB, and BioSafety IBC modules in the following manner:

a. For renewal year 4 of 9 (June 21, 2021 through June 20, 2022), the maintenance costs for the Remaining Modules, as set forth in the Agreement, shall be amended to zero dollars (\$0) each.

b. For renewal year 5 of 9 (June 21, 2022 through June 20, 2023), the maintenance costs for the Remaining Modules, as set forth in the Agreement, shall be amended to zero dollars (\$0) each.

6. The intent of this amendment is to grant JMU two years of free maintenance costs for the Remaining Modules. The yearly maintenance costs from JMU to KSI for the Remaining Modules shall recommence in renewal year 6 of 9 (June 21, 2023 through June 20, 2024). The parties agree that for purposes of the Agreement's renewal provisions regarding contract price increase and the Consumer Price Index, the previous year to renewal year 6 will be the last year that JMU paid maintenance costs for the Remaining Modules.

7. **Release of KSI by JMU.** JMU hereby RELEASES AND FOREVER DISCHARGES KSI from and against any and all claims, demands, actions, and causes of actions of any kind regarding the eGrants or Conflict of Interest modules as referenced herein, that JMU has asserted, could assert, or might have been entitled to assert against KSI, whether known or unknown, and which accrued prior to the Effective Date of this Amendment Number One.

8. **Release of JMU by KSI.** KSI hereby RELEASES AND FOREVER DISCHARGES JMU from and against any and all claims, demands, actions, and causes of actions of any kind regarding the eGrants or Conflict of Interest modules as referenced herein, that KSI has asserted, could assert, or might have been entitled to assert against JMU, whether known or unknown, and which accrued prior to the Effective Date of this Amendment Number One.

9. **Severability.** Any term of provision of this Amendment Number One that is prohibited by law, unlawful, or unenforceable under applicable law, shall be ineffective only to the extent of such prohibition without invalidating the remaining terms and provisions of this Amendment Number One.

10. **No Construction Against Drafter.** The parties hereto acknowledge and agree that they have each had an opportunity to provide input into the language used in this Amendment Number One, and, accordingly, they agree that this Amendment Number One shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other party.

11. **No Admission of Liability.** The parties agree and understand that nothing contained in this Amendment Number One, including any payment made or not made under the Amendment Number One, shall be construed as an admission of any liability on the part of any person or entity for any matter, all liability being denied.

12. **No Reliance on Representations not Expressed in Agreement.** With respect to their execution of this Amendment Number One, each party hereby acknowledges that it has not relied on any representation, express or implied, made by any other party or such other party's legal counsel, except as expressly provided for herein. Each party intends that this Amendment Number One shall not be subject to any claim of fraud, duress, deception, or mistake of fact, and that it expresses a full and complete statement of the claims released herein.

13. **Entire Understanding.** This Amendment Number one constitutes the entire understanding of the Parties with regard to the matters addressed herein. This Amendment Number One, and the Agreement that it modifies, may not be modified except by written agreement of all parties hereto.

14. **Counterparts / Copies of Signatures.** To facilitate execution, this Amendment Number One may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of any party hereto appear in each counterpart hereof, and it shall be sufficient that the signature on behalf of any party hereto appear on one or more such counterparts. The signature of a party that is sent by facsimile transmission or scanned attachment to an email shall be deemed to be the original signature of such party for all purposes. Likewise, a copy of an original signature page, facsimile signature page, or scanned signature page shall be deemed to be the original signature of such party for all purposes. All counterparts shall collectively constitute a single contract document.

15. **Conflict with the Agreement.** The terms of this Amendment Number One shall supersede and control when there exists a conflict between the terms of this Amendment Number One and the original terms of the Agreement. Except for as set forth herein, the Agreement, as amended by this Amendment Number One, shall otherwise remain in full force and effect.

16. **No Further Amendments:** Except as expressly modified by the terms of this Amendment Number One, the Agreement continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number One to be signed in their names and on their behalves as thereunto duly authorized.

JAMES MADISON UNIVERSITY:

By: Mark W. Boyd

3/31/2021
Date

Its: AVP FOR FINANCE

KEY SOLUTIONS, INC.

By: M. S. [Signature]

03/31/2021
Date

Its: Operations Manager