



Addendum to Harmonize License Agreement

THIS **ADDENDUM Q-00580 TO Harmonize License Agreement** (this “**Addendum**”) is entered into as of **May 23, 2024** (the “**Addendum Date**”),

by and between:

1. 42 LINES, INC, with a place of business at 4845 Pearl East Circle Suite 118 PMB 24038 Boulder, Colorado 80301-6112 (“**42 Lines**”)

and

2. George Mason University, with a place of business at **4400 University Dr, Fairfax, Virginia 22030-4444, United States** (the “**Customer**”), on the other hand.

RECITALS

WHEREAS, 42 Lines and Customer entered into the **Harmonize License Agreement** having an effective date of **May 4, 2021** (the “**Agreement**”); and

WHEREAS, 42 Lines and Customer wish to renew the term of the Agreement and amend certain terms in the agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual promises and agreements hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

IT IS AGREED AS FOLLOWS:

1. Certain Amendments to Terms:
 - No Changes.
2. Renewal. The term of the Agreement shall be changed to be from **September 1, 2024** to **August 31, 2027** (the “**Addendum Q-00580 Renewal Term**”).
3. Number of Users. For the Addendum Q-00580 Renewal Term, Customer will have the ability to use Harmonize for unlimited student and instructor accounts and use of the Harmonize Solution, based on student FTE of approximately 8500.
4. Fee Schedule:

36 Months: Paid Annually

Subscription Items:



Name	Start Date	End Date	Unit Price	Quantity	Net Fee
Harmonize License	September 1, 2024	August 31, 2025	\$5.42	7,500.00	\$40,650.00
Harmonize License	September 1, 2025	August 31, 2026	\$5.42	8,000.00	\$43,360.00
Harmonize License	September 1, 2026	August 31, 2027	\$5.42	8,500.00	\$46,070.00

Total: \$130,080.00



5. Conflict. In case of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail in accordance with the Master Agreement GMU-1687-21-02 .
6. General. No waiver, change, or modification to this Addendum will be effective unless in writing signed by both parties. This Addendum may be signed by manual or facsimile signatures and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Except as set forth in this Addendum, the Agreement will continue in full force and effect and will govern the terms of this Addendum. In the event that any provision of this Addendum shall be determined to be illegal or unenforceable, that provision will be limited or eliminated so that this Addendum shall otherwise remain in full force and effect and enforceable. The Agreement, as amended by this Addendum, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings or communications, whether written or oral, between the parties.

IN WITNESS WHEREOF, this Addendum has been executed by the parties as of the Addendum Date.

George Mason University	42 Lines, Inc.
By: <small>DocuSigned by:</small>  <small>2F01E090C77E4DC...</small>	By: <small>DocuSigned by:</small>  <small>273232D8FFED482...</small>
Name: James Russell	Name: Marcus Popetz
Title: Purchasing Director	Title: Ceo
Date: 6/22/2024	Date: 7/8/2024
Address for notice: 4400 University Dr, Fairfax, Virginia 22030-4444, United States	Address for notice: 4845 Pearl East Circle Suite 118 PMB 24038 Boulder Colorado 80301-6112 Attn: Clint Popetz