

**LICENSE SCHEDULE
TO
MASTER SOFTWARE LICENSE AGREEMENT**

This is a license schedule ("License Schedule") to the Master Software License Agreement dated January 29th, 2018 ("Agreement") between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 20270 NW AmberGlen Court, Hillsboro, OR 97006 ("Huron") and the University of Vermont and State Agricultural College, a non-profit educational corporation and an instrumentality of the State of Vermont, with an office located at 85 South Prospect Street Burlington, VT 05405 ("UVM", "Licensee").

This License Schedule is entered into between Huron and Licensee on January 29th, 2018 (the "License Schedule Effective Date"). This License Schedule is an integral part of the Agreement and is incorporated into the Agreement by this reference. In the event of a conflict between any of the terms of the Agreement and the terms of this License Schedule, the terms of this License Schedule shall prevail with respect to the Software and/or Maintenance that is the subject of this License Schedule. Changes to this License Schedule shall only be made by a written amendment or other writing executed by an authorized representative of each Party.

Huron and Licensee may individually be referred to as a "Party" or together as the "Parties". Capitalized terms used but not otherwise defined in this License Schedule shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises set forth in this License Schedule, the Parties agree as follows:

1. The Software licensed to Licensee under the Agreement and this License Schedule is set forth below:

- Click® Portal Software
- Click® IACUC Software
- Click® IRB Software
- Click® Grants Software
- Click® SF424 Software
- Click® COI Software
- Click® Safety Software
- Click® Connector Software
- Click® Web Services

2. Scope of Software License:

Commencing upon the License Schedule Effective Date, provided Licensee pays the Software license fee set forth below, Licensee shall have a non-exclusive, non-transferable, perpetual license to the Software for the purpose(s) set forth below, subject to the terms of the Agreement and this License Schedule.

Licensee may make additional copies of the Software for development and test purposes only; provided that (i) all copyright and other proprietary notices are reproduced on each copy; and (ii) such copies are not used for production purposes. Licensee may make a reasonable number of copies of the Documentation for Licensee's internal use. Licensee shall not remove, obscure or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Software or Documentation.

Use of Software:

Institutional Animal Care and Use Committee ("IACUC") for up to 300 Active IACUC protocols. "Active IACUC Protocol" means all protocols for which documents and other information are actively being modified and the results are actively being processed by one or more appropriate Licensee IACUC review bodies. Licensee may only use the Software within Licensee's institution and such rights do not extend to affiliated institutions except for the University of Vermont Medical Center Inc. and its affiliated organizations ("UVMHC") who shall be an authorized Licensee user under this License Schedule.

Institutional Review Board ("IRB") for up to 2,000 Active IRB protocols. "Active IRB Protocol" means all protocols for which documents and other information are actively being modified and the results are actively being processed by one or more appropriate Licensee IRB review bodies. Licensee may only use the Software within Licensee's institution and such rights do not extend to affiliated institutions except for UVMC who shall be an authorized Licensee user under this License Schedule.

Grants Management ("Grants") with SF424 Software license to process, for Licensee's internal Grants and Contracts purposes only, no more than one hundred fifty million dollars (\$150,000,000) of Awarded Annual Grant and Contract Revenue. Licensee may only use the Software within Licensee's institution and such rights do not extend to affiliated institutions except for UVMC who shall be an authorized Licensee user under this License Schedule.

Research Conflict of Interest ("COI") for up to 5,000 COI Disclosers during a calendar year. "COI Discloser" means an employee or other personnel of Licensee who submits one or more conflict of interest disclosure documents and other information that is actively being processed by one or more review bodies pursuant to 45 CFR Part 94 or the equivalent. Licensee may only use the Software within Licensee's institution and such rights do not extend to affiliated institutions except for UVMC who shall be an authorized Licensee user under this License Schedule.

Safety for one Institutional BioSafety Management Office(s). "New Safety Submissions" is defined as the routing of a submission for approval to use a substance or other potential hazard for which any number of supporting documents may be included. "Safety Management Office" is defined as an organizational unit within Licensee's institution that will manage a single office in-box to which New Safety Submissions will be submitted and assigned from. Licensee may only use the Software within Licensee's institution and such rights do not extend to affiliated institutions except for UVMC who shall be an authorized Licensee user under this License Schedule.

Connector to process, for Licensee's internal grants management purposes only. Licensee may only use the Software within Licensee's and its majority owned institutions, otherwise, this right does not extend to other institutions except for UVMC who shall be an authorized Licensee user under this License Schedule.

Web Services for use on an unlimited number of Click Portal Software instances.

3. Fees:

The Software license fee shall be invoiced on the License Schedule Effective Date and payable as set forth in the Agreement. The Software license fee is [REDACTED]



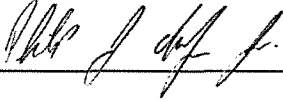
Licensee will be invoiced for such Maintenance renewal terms unless Licensee provides Huron with written notice of its intention not to renew Maintenance for the Software at least thirty (30) days prior to the expiration of the existing Maintenance term. In the event there is more than one Software license in effect under separate License Schedules with different Maintenance terms, Huron may, at its option, realign the Maintenance terms so they run concurrently, and prorate Licensee's Maintenance fees in order to accomplish such alignment of the Maintenance terms.

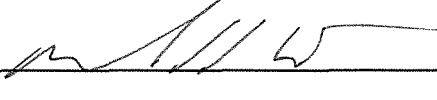
4. Notwithstanding Section 12.6 of the Agreement, Huron acknowledges and agrees that UVMC is a third-party beneficiary with respect to this License Schedule.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this License Schedule and agree to its incorporation into the Agreement.

HURON CONSULTING SERVICES LLC

**THE UNIVERSITY OF VERMONT AND STATE
AGRICULTURAL COLLEGE**

Signed By:	
Print Name:	Philip J. Infurna Jr.
Title:	Managing Director
Date:	January 29th, 2018

Signed By:	
Print Name:	Richard H. Cate
Title:	VPF
Date:	1/31/18