Sauk Valley Community College
November 16, 2026

Action Item 4.4

Topic: **Contract Approval – Evisions Contract**

Health Metric: **Information Technology: The College provides secure access to resources for students, faculty, staff, and the community.**

Presented By: **Dr. Jon Mandrell and Aaron Schupbach-Roe**

Presentation:

The College has maintained a longstanding partnership with Evisions, utilizing ArgosX to support institutional operations within Ellucian Banner. ArgosX provides reporting and data analysis capabilities to support informed decision-making. Historically, these services were billed through Ellucian; however, while the partnership between Ellucian and Evisions remains in place, billing must now be handled directly through Evisions.

Licensed Products	Initial Term Start Date	Initial Term End Date	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total
Argos Enterprise/ Argos X SaaS	1/1/2027	12/31/2031	$16,573.00	$17,236.00	$17,926.00	$18,643.00	$19,389.00	$89,767.00

Recommendation:

The administration recommends the Board approve the contract with Evisions for $89,767.00 through December 31, 2031.

Evisions Software License Agreement

Licensee Name: Sauk Valley Community College
Licensee Address: 173 Illinois Route 2, Dixon, Illinois 61021-9188 United States

Primary Contact: Kathleen Dirks
kathleen.m.dirks@svcc.edu
8152885511

Evisions' Address: 1321 Upland Dr. PMB 20169
Houston, TX 77043
Attention: Finance Department
Email: finance@evisions.com

The Software License Agreement between Evisions LLC, a Nevada company ("***Evisions***"), and the Licensee identified above consists of (a) this cover sheet; (b) the Terms and Conditions attached to this cover sheet as ***Exhibit A***; and (c) the Order Form attached hereto as ***Exhibit B*** and any other mutually agreed upon Order Form or Statement of Work executed by Licensee and Evisions, from time to time, which shall be governed by the Terms and Conditions in Exhibit A (collectively, the "***Agreement***"). References to a "***Party***" means Evisions or Licensee, as applicable, and "***Parties***" means both of the Evisions and Licensee. Unless initialed and agreed to by both Parties, hand written changes will void this agreement.

Intending to be legally bound, the Parties hereto have caused this Software License Agreement to be executed by their duly authorized representatives.

EVISIONS SAUK VALLEY COMMUNITY COLLEGE

By: By:

Name: Name:

Title: Title:

Date: Date:

Terms and Conditions

1. Licensed Product(s); Services.

a) Licensed Product(s). Evisions and Licensee wish to establish a general relationship and procedure whereby Licensee may from time to time order software products from Evisions' then current list of available software products to be licensed for use according to the terms and conditions as set forth in this Agreement. For purposes of this Agreement, "***Licensed Products***" mean the software products identified on the Order Form, as the same may hereafter be amended by mutual written agreement of Evisions and Licensee, together with all documentation relating thereto, and all updates, version upgrades, corrections, enhancements and/or bug fixes pertaining to any of the foregoing hereafter provided by Evisions to Licensee, including any such items provided by Evisions to Licensee pursuant to Section 7 below. All right, title and interest in and to the Licensed Products, and all functional and technical designs, programs, modules, code, algorithms, flowcharts, and data diagrams embodied therein or relating thereto, and all copyrights and other intellectual property rights with respect to all of the foregoing shall be and remain the exclusive property of Evisions.

b) Additional Services. Licensee may, from time to time, order additional services and professional services from Evisions, as mutually agreed upon and set forth in an Order Form or Statement of Work signed by the Parties (the "***Services***"). Supplier will perform the Services in accordance with this Agreement and the applicable Order Form executed by the parties, and Licensee shall pay for the Services as set forth in this Agreement and the applicable Order Form.

c) Argos Accelerator. This Section 1(c) applies only if Licensee has ordered the Licensed Product known as "Argos Accelerator," as set forth in the applicable Order Form, and does not apply with respect to any other Licensed Products. Notwithstanding anything in this Agreement to the contrary, Licensee is permitted to modify and customize the "Alteryx Workflow" and "Argos Datablock" features of Argos Accelerator, provided that Licensee is prohibited from modifying or customizing any other portion of Argos Accelerator, including without limitation, the "Connectors" feature of Argos Accelerator that enables Argos Accelerator to receive data from certain third-party applications used by Licensee. Any modifications or customizations to, or derivatives of, Argos Accelerator (or any portion thereof) made by or on behalf of Licensee, are referred to herein as "***Argos Accelerator Customizations***." Any and all Argos Accelerator Customizations shall be the sole and exclusive property of Evisions, and Licensee hereby assigns all right, title, and interest in and to all Argos Accelerator Customizations, and all intellectual property rights therein, to Evisions. Any such Argos Accelerator Customizations shall be deemed to constitute part of the Argos Accelerator Licensed Product licensed to Licensee pursuant to these Terms and Conditions and the applicable Order Form, provided that, notwithstanding anything herein to the contrary: (a) Licensee shall be solely responsible for all Argos Accelerator Customizations and for all use thereof; (b) Evisions makes no representations or warranties whatsoever as to any Argos Accelerator Customizations, and Evisions' warranties set forth in Sections 9(a)–(c) shall not apply with respect to Argos Accelerator Customizations; (c) the terms of Section 4(a) and Section 5 shall not apply with respect to Argos Accelerator Customizations, and Evisions shall have no responsibility or liability for any errors, issues, or defects arising out of or related to any Argos Accelerator Customizations; and (d) in no event shall Evisions be obligated to provide any support or maintenance services with respect to Argos Accelerator Customizations, notwithstanding the terms of the Software Service and Support Agreement referenced in Section 7.

d) Argos Data Agent. This Section 1(d) applies only if Licensee has ordered the Licensed Product known as "Argos Data Agent," as set forth in the applicable Order Form, and does not apply with respect to any other Licensed Products.

The Parties acknowledge and agree that (i) unlike other Licensed Products, the Argos Data Agent will be provided by Evisions on a software as a service basis, and (ii) notwithstanding anything herein to the contrary, Section 2(a), Section 4(a), and Sections 9(a)–(c) shall not apply to, and the license granted to Licensee under Section 2(a) shall not include, the Argos Data Agent. Subject to the terms and conditions of this Agreement, Evisions hereby grants Licensee a non-exclusive, non-transferable, and non-sublicensable license, solely during the Term (as defined in Section 11) of Customer's license to the Argos Data Agent, to access and use the features and functionalities of the Argos Data Agent on a software as a service basis, solely in support of Licensee's internal business activities. As between Licensee and Evisions, Licensee shall retain sole and exclusive ownership of all information, data, or content provided to, uploaded, or otherwise input into the Argos Data Agent, or any component thereof, by or on behalf of Licensee ("***Licensee Data***"), and shall solely own all output and results delivered to Licensee by the Argos Data Agent as a result of Licensee's use thereof ("***Output***"). Evisions will provide Licensee with (or otherwise enable Customer to generate) access credentials (*e.g.*, username and password) enabling access and use of the Argos Data Agent by a particular individual on Licensee's behalf ("***Access Credentials***") within a reasonable time following execution of the applicable Order Form for the Argos Data Agent, or thereafter within a reasonable period following Licensee's request. Any person or entity other than Licensee's employees must be pre-approved by Evisions in writing before Licensee may permit such person to access or use the Argos Data Agent on Licensee's behalf, or before Access Credentials are issued to such person or entity. Licensee will not permit or enable any use of Access Credentials by any person or entity other than then individual to whom they were originally issued. Licensee's access and use of the Argos Data Agent is subject

to certain third-party terms listed at https://www.evisions.com/third-party-terms/ as such list may be updated from time to time, and Licensee agrees to comply with such terms. In the event of any conflict or inconsistency between these terms and any such third-party terms, such third-party terms shall govern solely with respect to Licensee's access and use of the Argos Data Agent. Licensee acknowledges and agrees that Licensee shall be solely responsible for (and that Evisions shall have no responsibility or liability for): (I) acquiring and maintaining Internet service and any hardware or software (*e.g.*, PCs and Internet browsers) necessary for access to and use of the Argos Data Agent; (II) all access to and use of the Argos Data Agent through Access Credentials issued to, or generated by, Licensee; (III) all Licensee Data; (IV) all decisions made or actions taken (or not taken) by Licensee or its employees representatives as a result of access to or use of the Argos Data Agent or any Output; and (V) independently verifying and fact-checking Output, and any factual assertions which may be contained therein. Evisions warrants that the Argos Data Agent will operate materially in accordance with any applicable Documentation which is provided by Evisions with respect to the Argos Data Agent (the "***Argos Data Agent Performance Warranty***") provided that: (A) the Argos Data Agent is operated in accordance with such Documentation and all instructions supplied by Evisions; (B) Licensee notifies Evisions of any material failure of the Argos Data Agent to operate materially in accordance with such Documentation (a "***Defect***") within twenty (20) calendar days after the appearance thereof; (C) Licensee has complied with any reasonable recommendations provided by Evisions with respect to any third-party software products (including operating system software) that materially affect the performance of the Argos Data Agent; (D) such Defect is not attributable to Licensee's Internet service, hardware, or any software not provided by Evisions; and (E) Licensee has paid all amounts due hereunder and is not in breach of this Agreement. Notwithstanding the foregoing, Licensee acknowledges that Evisions does not warrant that Licensee's use of the Argos Data Agent will be uninterrupted or error-free. If Evisions materially breaches Section 7 (including the Software and Support Agreement referenced in Section 7) with respect to the Argos Data Agent, or the Argos Data Agent Performance Warranty, and fails to cure such breach within thirty (30) calendar days of receipt of written notice of such breach from Licensee, then Evisions shall, upon Licensee's written request and as Licensee's sole and exclusive remedy for such breach, refund Licensee all fees actually paid by Licensee with respect to the Argos Data Agent for the year in which such breach occurred, and terminate this Agreement with respect to the Argos Data Agent (which termination shall not affect any license which may have been granted to Licensee with respect to other Licensed Products).

2. Operating License; Restrictions.

(a) Operating License. Subject to the terms and conditions of this Agreement, with respect to each Licensed Product, the Licensee is granted solely during the Term (as defined in Section 11), a non-exclusive, non-transferable and non-sublicensable license (with multiple server nodes if Clustering is purchased) to install, store, load, execute and display the Licensed Product(s), solely in support of Licensee's internal business activities (collectively, "***Use***"). For each license and additional server node(s) purchased as part of this Agreement, the license granted hereby allows (a) installation of Licensed Product(s) on only one "live production" server site, one "test environment" server site, and one "disaster recovery server" site, (b) Use of as many copies of the Licensed Product, for an unlimited number of concurrent users, and on as many end user PC's as required for such Use. The Licensed Product(s) may be deleted from the server on which they were originally installed and may be relocated to and Used on another server by Licensee. The rights and licenses granted to Licensee with respect to the Licensed Product(s) are limited to those expressly stated in this Agreement, and no other rights or licenses shall arise by implication or otherwise.

(b) Restrictions. Without limiting the generality of the foregoing, Licensee shall not at any time, directly or indirectly, and shall not permit any authorized user to: (i) use the Licensed Product(s) for any purpose other than as specified in this Agreement or make the Licensed Product(s) available to unauthorized parties; (ii) copy or modify the Licensed Product(s) in any manner or create derivative works based on the Licensed Product(s); (iii) permit to be processed on or by the Licensed Product(s) the data of any third party, use the Licensed Product(s) in the operation of a service bureau, provide access to the Licensed Product(s) as an application service provider, or allow a third party to perform services for Licensee using the Licensed Product(s); (iv) rent, lease, lend, sell, license, sublicense, publish, frame, mirror or otherwise distribute any part or content of the Licensed Product(s); (v) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Licensed Product(s), in whole or in part, or (vi) access the Licensed Product(s) in order to (1) build a competitive product or service, or (2) copy any content, features, functions or graphics of the Licensed Product(s).

3. Effective Date. The license granted by this Agreement with respect to each Licensed Product shall become effective as of the date noted on the Order Form, or the electronic delivery of the license key for the Licensed Product, whichever comes first, and continue during the Term unless and until terminated as provided in Section 11 below.

4. Program Code & Documentation.

(a) Program Code. Unless otherwise specified by Evisions in writing, the Licensed Product(s) shall be provided to Licensee and Used strictly in machine-readable object code format. No source code or technical-level documentation are licensed under this Agreement.

(b) Program Documentation. The Licensee shall be provided "***Documentation***" describing in reasonable detail, understandable by a user of general proficiency, the use and operation of the Licensed Products. The Documentation shall be supplied in

www.evisions.com 1321 Upland Drive PMB 20169 Phone: 714-824-5252 A-2 Houston, Texas 77043 Fax: 714-730-2524

electronic form in the Licensed Product's own internal help system, and on the Evisions' website, and may be reproduced by Licensee solely in furtherance of its Use.

5. Acceptance. A Licensed Product shall be deemed accepted by Licensee unless Licensee notifies Evisions in writing of a material defect in the Licensed Product within twenty (20) calendar days after delivery of the Licensed Product.

6. Prices & Payment. The license fees for Licensed Products with respect to the first year of the Initial Term are set forth in the Order Form and will be invoiced in accordance therewith. Evisions shall invoice Licensee annually for payments due during the Initial Term and for any subsequent extensions of this Agreement. Each subsequent invoice after the first year shall be pursuant to the terms and conditions of this Agreement except that the license fees for each Licensed Product will increase by 4.00% each year of the Initial Term, unless otherwise agreed to in writing. If the license for any Licensed Product is renewed (automatically or otherwise) for a Renewal Term, the applicable license fees for such Renewal Term shall be equal to the license fees for the immediately prior equivalent time period to such Renewal Term plus 4.00%. The fees for any Services are set forth and will be invoiced per the applicable Order Form or Statement of Work. Invoiced amounts shall be paid within thirty (30) calendar days from date of invoice. Licensee may not withhold or "setoff" any amounts due hereunder. Evisions reserves the right to stop work or suspend access to the Licensed Product(s) and may assert appropriate liens until all amounts due for Licensed Product(s) are paid in full. Any late payment may be charged interest by Evisions until paid at a rate equal to the lesser of (a) one and one half percent (1.5%) per month, or (b) the maximum rate permitted by applicable law. Collection of such interest shall be in addition to all other rights and remedies to which Evisions may be entitled under this Agreement or applicable law.

7. Support & Metadata Collection.

(a) Software Service and Support. Evisions will provide access to program updates and support for the Licensed Products in accordance with the Software Service and Support Agreement available at: https://www.evisions.com/software-support agreement/.

(b) Metadata Collection. The Licensed Products may include features that collect and transmit to Evisions usage data, system performance metrics, and other technical information related to Licensee's servers and Licensee's and its users' configuration and use of the Licensed Products (collectively, "***Metadata***"). Evisions may use Metadata to provide support for the Licensed Products or to ensure compliance with the terms of this Agreement. Evisions may also use and disclose Metadata in aggregated or anonymized form to develop and improve the functionality of the Licensed Products and for Evisions' other internal business purposes. Licensee acknowledges and agrees that Evisions' collection of Metadata may occur automatically and on a continuous or periodic basis and that Evisions may use and disclose Metadata as set forth in this Section.

8. Confidential & Proprietary Information.

(a) Acknowledgment. Licensee hereby acknowledges that the Licensed Product(s) and any Services (including any Documentation, source code, translations, compilations, partial copies and derivative works and other deliverables) are confidential and proprietary information belonging exclusively to Evisions or such third party as may be identified on the Licensed Product(s) or applicable Documentation ("***Confidential & Proprietary Information***"). For greater certainty, Confidential & Proprietary Information includes, but is not limited to, all inventions, improvements, enhancements, modifications, developments, or copyrightable or patentable subject matter resulting from, that arise from, modify, build on, or derive from Evisions' services, Licensed Product(s) or any Services. Confidential & Proprietary Information does not include: (i) information already known or independently developed by the Licensee outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of the Licensee, or (iii) information received by the Licensee from a third party who was not under an obligation to maintain such information as confidential. As between the Licensee and Evisions, the Confidential and Proprietary Information, the Licensed Product(s), Metadata, and any Services, and the intellectual property rights therein, are owned by Evisions and no rights are granted to Licensee with respect thereto other than the limited rights and licenses specified in this Agreement. For greater certainty, nothing herein grants, transfers or assigns any ownership interest in any of the Confidential and Proprietary Information, the Licensed Product(s), Metadata, or any Services, or the intellectual property rights therein.

(b) Covenant. To the extent permitted by applicable law, with respect to the Confidential & Proprietary Information, and except as expressly authorized herein, the Licensee hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential & Proprietary Information to any person or entity, except to its own employees having a "need to know" to receive the services provided hereunder by Evisions, and to such other recipients as the Evisions may approve in writing. Neither the Licensee nor any recipient shall: (i) alter or remove from any Licensed Product(s) or associated Documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer any Licensed Product(s) or other Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by Evisions). The Licensee and its personnel shall use at least the same degree of care in safeguarding the

Confidential & Proprietary Information as it uses in safeguarding its own confidential information, but in no event shall less than commercially reasonable care be exercised.

(c) Injunctive Relief. Licensee acknowledges that violation of the provisions of this Section may cause irreparable harm to Evisions, not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available, without necessity of posting bond or other security to prevent any actual or threatened violation of such provisions.

9. Warranties.

(a) Non-infringement Warranty. Evisions represents and warrants that the Licensed Product(s) (and Services, if any), when properly used as contemplated herein, will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. Licensee shall immediately notify Evisions of such a claim, and thereupon Evisions shall, at its option (i) defend through litigation or obtain through negotiation the right of Licensee to continue using the Licensed Product in question; (ii) rework the Licensed Product in question so as to make it non-infringing while preserving the original functionality, or (iii) replace the Licensed Product in question with functionally equivalent software. If none of the foregoing alternatives provide an adequate remedy, then Licensee's exclusive remedy is to request a return of the amounts actually paid by Licensee to license the Licensed Product in question for the year in which the event giving rise to liability commences. All corrections shall be as fully warranted as the original work through expiration of the original Warranty Period. Notwithstanding the foregoing, in no event will Evisions have any obligation or liability under this paragraph for any claim or action under any legal theory if the claim or action is caused by, or results from: (1) Licensee's combination, operation or use of the Licensed Product or Services with software or other materials not supplied by Evisions except where Evisions has given its prior written consent for such combination, operation or use, (2) any alteration or modification of the Licensed Product(s) or Services by Licensee without Evisions' prior written consent, or (3) Licensee continuing the allegedly infringing activity after being notified thereof in writing or after being provided modifications that would have avoided the alleged infringement.

(b) Limited Performance Warranty. Evisions represents and warrants with respect to each Licensed Product that, for a period of one (1) year from original delivery of the Licensed Product, or, if earlier, the expiration or termination of this Agreement ("***Warranty Period***"), the Licensed Product will operate in accordance with the applicable Documentation; provided, that (i) the Licensed Product is installed, implemented and operated in accordance with all instructions supplied by Evisions; (ii) Licensee notifies Evisions of any such defect within twenty (20) calendar days after the

appearance thereof; (iii) Licensee has properly installed all updates and version upgrades made available with respect to the Licensed Product, and updates recommended by Evisions with respect to any third party software products (including operating system software) that materially affect the performance of the Licensed Product; (iv) Licensee has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Licensee has not introduced other equipment or software creating an adverse impact on the Licensed Product; (vi) Licensee has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) Licensee has made no changes (nor permitted any changes to be made other than by or with the express written approval of Evisions) to the Licensed Product, including, but not limited to its source code. The foregoing notwithstanding, Licensee acknowledges that Evisions does not warrant that Licensee's use of the Licensed Software will be uninterrupted or error-free. With respect to any services delivered by Evisions to Licensee pursuant to Section 7 and any other Services, Evisions represents and warrants that such services will be performed in a commercially reasonable manner and in accordance with general industry standards. In the event of a breach of the warranty stated in this Section 9(b), then Evisions shall, at Evisions' election and as Evisions' sole obligation, and Licensee's sole remedy, either (a) use commercially reasonable efforts to remedy the breach of warranty, or (b) with respect to the Licensed Product(s), refund to Licensee all license fees actually paid by Licensee with respect to the Licensed Product in question for the year in which the event giving rise to liability commences, and terminate this Agreement with respect to that Licensed Product.

(c) No Undocumented Features. Evisions represents and warrants that (i) the Licensed Product(s) will not, when delivered to Licensee, contain any timer, counter, lock or similar device (other than security features specifically approved by Licensee in the specifications) that inhibits or in any way limits their ability to operate, and (ii) it will scan (prior to delivery) the Licensed Product(s) with commercially available anti-virus software and shall use commercially reasonable efforts to remove viruses capable of being detected with such software.

(d) Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EVISIONS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ALL LICENSED PRODUCTS, SERVICES AND OTHER PROFESSIONAL SERVICES, OR OTHER DELIVERABLES PROVIDED HEREUNDER, AND ANY APPLICATIONS CREATED THROUGH USE OF THE LICENSED PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. ANY UNAUTHORIZED CHANGES TO SOURCE CODE TO A LICENSED PRODUCT WILL VOID THE WARRANTY PROVIDED UNDER THIS SECTION. THE WARRANTIES STATED IN THIS SECTION 9 DO NOT EXTEND TO ANY APPLICATIONS CREATED THROUGH USE OF A LICENSED PRODUCT.

10. Limitation of Liabilities. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EVISIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO ONE TIME (1X) THE AMOUNTS ACTUALLY PAID BY LICENSEE TO EVISIONS DURING THE ONE (1)-YEAR PERIOD PRIOR TO THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND WILL APPLY EVEN IF THE NON BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL EVISIONS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST SAVINGS, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

11. Term and Termination. The initial term ("***Initial Term***") with respect to a Licensed Product under this Agreement shall commence on the date noted on the Order Form, or the electronic delivery of the license key for the Licensed Product, and shall run for the period specified on the Order Form. The license for each Licensed Product shall automatically renew for consecutive additional one (1) year renewal periods at the end of each then-current license period (each such period, a "***Renewal Term***", and collectively together with the Initial Term, the "***Term***") unless a Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current license period. During the Term, either Party may terminate this Agreement and/or any license granted hereunder if the other Party breaches any material provision of this Agreement and fails within ten (10) business days after receipt of written notice of default to correct such default. Further, either Party may immediately terminate this Agreement and/or any license granted hereunder if the other Party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the Party and is not dismissed within thirty (30) calendar days. There shall be no termination for convenience allowed for under this Agreement. Should Licensee elect to discontinue use of the Licensed Products prior to the end of the

then current term, Licensee shall pay to Evisions the entire value of the remaining fees for the then current term as defined in the applicable Agreement or Order Form(s), and all outstanding fees in accordance with this Agreement, within 30 days of the date of termination.

Neither expiration of the Term nor termination of this Agreement and/or any license granted hereunder shall relieve either Party from any obligation or liability that has accrued under this Agreement prior to the date of such expiration or termination. At the earlier of expiration or termination with respect to any Licensed Product, (i) all rights and licenses with respect to such Licensed Product will immediately terminate and Licensee shall immediately cease all use of and activities with respect thereto, (ii) Licensee shall within ten (10) business days deliver to Evisions (or at Evisions's written request, destroy) and permanently erase from all devices and systems controlled by Licensee such Licensed Software and related Documentation, and (iii) Licensee shall certify to Evisions that it has complied with the requirements of this sentence. Further, the provisions of Section 6 ("Prices & Payment"), Section 8 ("Confidential & Proprietary Information"), Section 9(d) ("Warranties"), Section 10 ("Limitation of Liabilities"), Section 11 ("Term and Termination; Effect of Termination; Survival"), Section 12 ("Disputes; Choice of Law"), Section 13 ("Miscellaneous") and Section 14 ("Conflict of Terms") shall survive the expiration of the Term or termination of this Agreement.

12. Disputes; Choice of Law. Except for certain judicial relief authorized under Section 8(c) ("Injunctive Relief") which may be sought at any time, the Parties agree that all disputes between them shall first be submitted for informal resolution to their respective chief operating officers, or duly appointed representatives. Any remaining disputes shall be submitted to arbitration before one arbitrator in Orange County, California. The proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the Parties and enforceable in any court of competent jurisdiction. The prevailing Party's legal costs shall be paid by the opposing Party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD CAUSE THE LAWS OF ANY OTHER JURISDICTION TO APPLY.

13. Miscellaneous. These Terms and Conditions, the facing page attached hereto and the attached Order Form constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in writing, signed by both Parties. Neither this Agreement, nor any rights or obligations hereunder, may be transferred or assigned by Licensee without Evisions' prior written consent. Any assignment made in violation of the foregoing shall be null and void. Evisions reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions, and a waiver of any one provision shall not be interpreted as a waiver of any other provision. Headings are for reference purposes only and have no substantive effect.

14. Conflict of Terms. In the event of any conflict between the provisions of this Agreement and any Order Form, the conflict shall be resolved by giving precedence to this Agreement unless an Order Form expressly states that the terms of this Agreement are being varied, which variation shall apply solely to such Order Form.

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www.evisions.com 1321 Upland Drive PMB 20169 Phone: 714-824-5252 A-6 Houston, Texas 77043 Fax: 714-730-2524

Order Form

Licensee Name: Sauk Valley Community College

Product Description	Start Date	End Date	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount
Argos Enterprise for Subscription	1/1/2027	12/31/2031	$16,573.00	$17,236.00	$17,926.00	$18,643.00	$19,389.00

Billing Frequency: Annual **Payment Terms:** Net 30 **Currency:** USD

www.evisions.com 1321 Upland Drive PMB 20169 Phone: 714-824-5252 Exhibit B Houston, Texas 77043 Fax: 714-730-2524