

**Date of Board Meeting:** February 15, 2022

**Subject:** Renew Subscription for Evisions Software

**Recommendation:** Approve the renewal of the WCJC subscription for Evisions software.

**Background and Rationale:**

WCJC maintains a licensing and maintenance agreement with Evisions LLC for the provision of multiple software solutions used within the Business and HR/Payroll offices, including:

- FormFusion Enterprise
- IntelleCheck AP Enterprise
- IntelleCheck Payroll Enterprise

The renewed license agreement and associated subscription fee are for an additional three-year period dated 07/01/2022 through 06/30/2025.

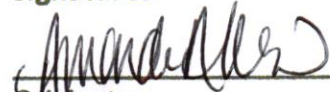
**Cost and Budgetary Support:** \$50,792; included as part of the IT Computer Services annual budget

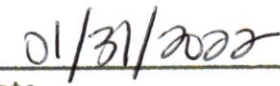
**Strategic Priority Alignment:**

- Student Success       Community Impact  
 Resource Optimization       Institutional Excellence

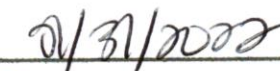
**Resource Person(s):** Amanda Allen, Ed.D.; Vice President of Planning and IE

**Signatures:**

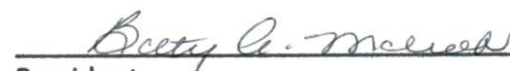
  
\_\_\_\_\_  
Originator


  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cabinet-Level Supervisor

  
\_\_\_\_\_  
Date

**President's Approval:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

Date of Board Meeting: February 15, 2025

Subject: Renew Subscription for Evisions Software

Recommendation: Approve the renewal of the WJC subscription for Evisions software.

Background and Rationale:

WJC maintains a licensing and maintenance agreement with Evisions LLC for the provision of multiple software solutions used within the Business and HR/Payroll offices, including:

- Formfusion Enterprise
- IntelCheck AP Enterprise
- IntelCheck Payroll Enterprise

The renewed license agreement and associated subscription fee are for an additional three-year period dated 07/01/2025 through 06/30/2028.

Cost and Budgetary Support: \$20,792; included as part of the IT Computer Services annual budget

Strategic Priority Alignment:

Student Success       Community Impact

Resource Optimization       Institutional Excellence

Resource Person(s): Amanda Allen, Ed.D.; Vice President of Planning and IE

Signatures:

\_\_\_\_\_  
Originator  
Date

\_\_\_\_\_  
Cabinet-Level Supervisor  
Date

President's Approval:

\_\_\_\_\_  
President  
Date

Evisions, LLC  
440 Exchange Suite #200  
Irvine, CA 92602

12/2/2021

Wharton County Junior College  
911 Boling Highway  
Wharton, Texas 77488  
United States

Dear Wharton County Junior College,

The purpose of this letter agreement is to amend the terms of the current Software License Agreement and the Maintenance Agreement in place between Client and Evisions, LLC ("**Evisions**"). All capitalized terms not defined herein shall have the meanings set forth in the Maintenance Agreement. Reference is made to the below listed agreements that have been entered into by and between Client and Evisions:

1. Evisions Software License Agreement, dated 07/19/2002 ("**Software License Agreement**");
2. Evisions Software Maintenance and Support Agreement, dated 07/18/2008 the ("**Maintenance Agreement**"); and
3. Addendum to Evisions Software License Agreement and Software Maintenance and Support Agreement, dated 07/01/2019 (the "**Addendum**", and collectively with the Software License Agreement and the Maintenance Agreement, the "**Contract Documents**").

As you know, Client entered into the Software License Agreement and Maintenance Agreement with Evisions. These two agreements were later amended by the Addendum, which (1) extended the Term of the Maintenance Agreement for an additional three (3)-year period (the "**First Extension Term**") and (2) provided the Annual Subscription Fees for the First Extension Term. Pursuant to the Addendum, the First Extension Term will end on 06/30/2022.

In order to ensure continued use of the Covered Software and other support services in accordance with the terms and conditions of the Maintenance Agreement, Client and Evisions have now agreed that upon expiration of the First Extension Term, the Term will renew for an additional three (3) year period (the "**Second Extension Term**") that will end on 06/30/2025. Upon expiration of the Second Extension Term, the Term will automatically renew for successive terms of one (1)-year (each a "**Renewal Term**") unless Client notifies Evisions at least sixty (60) days prior to the expiration of the Second Extension Term or the then-current Renewal Term, as the case may be that the Term shall not be renewed. Notwithstanding anything to the contrary, in the Maintenance Agreement, there shall be no termination for convenience allowed for the Second Extension Term. Should Client elect to discontinue use of the licensed products prior to the end of the Second Extension Term, Client shall pay to Evisions the entire value of the remaining fees for the Second Extension Term, and all outstanding fees due under this letter agreement and the Contract Documents, within 45 days of the date of termination.

The annual fees for each one (1) year period of the Second Extension Term shall be as set forth in the Order Form that is attached as Exhibit A to this letter agreement. Upon expiration of the Second Extension Term, and for each Renewal Term thereafter, the annual subscription fees for the Covered Software will increase by four percent (4%) annually, unless otherwise agreed to in writing by the parties. For greater certainty, the fees for each Renewal Term after expiration of the Second Extension Term shall be equal to the fees for the immediately preceding year plus four percent (4%). Evisions shall invoice Client annually for payments due during the Term and for any subsequent extensions of this Agreement.

Except as set forth in this letter agreement, the Contract Documents shall continue in accordance with their terms.

Each person signing this letter agreement is signing in their capacity as a duly appointed representative of the Evisions or Client. This letter agreement is effective on the date first set forth above.

Sincerely,

Evisions LLC

By: \_\_\_\_\_

Name: Jennifer Fleissner

Title: CFO

**Agreed and acknowledged by:**

Wharton County Junior College

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Order Form**  
**Covered Software and Pricing for**  
**Wharton County Junior College**

SUBSCRIPTION FEE\*

Product	Subscription Period	Amount
FormFusion Enterprise for Subscription	7/1/2022 through 6/30/2023	\$ 9,170
	7/1/2023 through 6/30/2024	\$ 9,536
	7/1/2024 through 6/30/2025	\$ 9,918
IntelleCheck AP Enterprise for Subscription	7/1/2022 through 6/30/2023	\$ 3,551
	7/1/2023 through 6/30/2024	\$ 3,693
	7/1/2024 through 6/30/2025	\$ 3,840
IntelleCheck Payroll Enterprise for Subscription	7/1/2022 through 6/30/2023	\$ 3,551
	7/1/2023 through 6/30/2024	\$ 3,693
	7/1/2024 through 6/30/2025	\$ 3,840

SUBSCRIPTIONS INCLUDE:

**FormFusion Annual Subscription** - Includes: FormFusion Enterprise, Email, Imaging, PL SQL Script Director and DocuSign Integration

**IntelleCheck Accounts Payable Annual Subscription** - Includes: IntelleCheck Accounts Payable Enterprise, Email, Direct Deposit and Positive Pay

**IntelleCheck Payroll Annual Subscription** - Includes: IntelleCheck Payroll Enterprise, Email, Direct Deposit and Positive Pay

\*Fee for (3)-year renewal terms to be increased as set forth above.