

**GUAM COMMUNITY COLLEGE**

Bill/Ship TO MATERIALS MANAGEMENT SECTION
 P. O. Box 23069 GMF
 Barrigada, Guam 96921-3069
 1 Sesame St. Mangilao, Guam 96913
 Website: www.guamcc.edu
 Email: materialsmanagement@guamcc.edu
 Phone: 671.735.5540/2 Fax: 671.734.5238

Purchase Order Number

P2000081

Issue Date: 10/23/19

Delivery Date: 10/23/19

Vendor:

B00140353
 Evisions Inc
 440 Exchange Suite 200
 Irvine CA 92602

Ship To:

Materials Management
 PO Box 23069 GMF
 Barrigada GU 96921

This Purchase Order Number must appear on all packages, shipping papers, correspondence, and invoices pertaining to the order. Please supply promptly the articles below or services. All invoices and statements must show the purchase order number to avoid delay in payment.

24 hour notice for large deliveries is recommended. Please call 671.735.5525 to make arrangements.

Billing Instructions: Send certified invoice with three (3) copies to Bill/Ship to address only.

Shipping Instructions: Make sure Bill/Ship to address appears on the crate or package. Invoice must accompany shipment.

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	2015 Contractual Services As Per GCC Evisions 2007 Software Maintenance Upgrades/Support Agreement Period Covered: Oct. 1, 2019 - Sep. 30, 2020 RENEWAL OF ANNUAL SOFTWARE MAINTENANCE FormFusion Annual Software Maintenance/Support Fee		EA		8,271.00
2	2015 Contractual Services IntelleCheck Annual Software Maintenance/Support Fee *****FOR INTERNAL USE ONLY***** Requestor: Francisco Camacho (MIS)		EA		4,575.00

REMARKS:

TOTAL AUTHORIZED ►

CONTINUED

FOR GUAM COMMUNITY COLLEGE USE ONLY

Joleen M. Evangelista
 JOLEEN M. EVANGELISTA
 PROCUREMENT & INVENTORY ADMINISTRATOR

Carmen K. Santos
 CARMEN K. SANTOS, CPA
 VP, FINANCE & ADMINISTRATION
 Certifying Officer

Mary A. Y. Okada OCT 24 2019
 MARY A. Y. OKADA, PRESIDENT
 APPROVAL MATERIALS MANAGEMENT DATE

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Evisions Inc
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Irvine CA 92602

Materials Management
PO Box 23069 GMF
Barrigada GU 96921

REMARKS:

DISCOUNT:	.00
ADDL CHARGES:	.00
TOTAL TAXES:	.00

TOTAL AUTHORIZED	12,846.00
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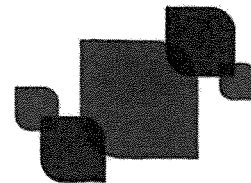
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JOLEEN M. EVANGELISTA
PROCUREMENT & INVENTORY ADMINISTRATOR

CARMEN K. SANTOS, CPA
VP, FINANCE & ADMINISTRATION

MARY A. YOKADA, PRESIDENT
APPROVAL MATERIALS MANAGEMENT DATE

OCT 24 2019



Addendum to Evisions Software License Agreement and Software Maintenance and Support Agreement

This Addendum (this “**Addendum**”), by this reference, is incorporated into, forms a part of, and is governed by, that certain Evisions Software Maintenance and Support Agreement, dated 09/07/2007 (as may be amended, the “**Maintenance Agreement**”) and that certain Evisions Software License Agreement, dated 09/07/2007 (as may be amended, the “**Software License Agreement**”), and together with the Maintenance Agreement, (the “**Agreement**”), by and between the undersigned client (“**Client**”) and Evisions, a Nevada company (“**Contractor**”). This Addendum is effective as of 10/01/2019 (the “**Effective Date**”). All capitalized words not defined herein shall have the meaning assigned to them in the Maintenance Agreement.

WHEREAS, Contractor licenses certain licensed software to Client pursuant to the terms of the Software License Agreement and provides ongoing access to program updates for certain Covered Software pursuant to the terms and conditions of the Maintenance Agreement;

WHEREAS, except as provided in the Maintenance Agreement as amended hereby, the Term will automatically renew for a three (3) year period upon expiration of the current Term, upon which Client will have continued access to certain program updates for the Covered Software and other support services in accordance with the terms and conditions thereunder; and

WHEREAS, Client and Contractor desire to enter into this Addendum to provide additional terms and conditions to, and to amend, the Agreement as set out below.

NOW THEREFORE, in consideration of the mutual promise and covenants set forth in this Addendum, and intending to be legally bound, the parties hereto agree as follows:

1. Effect on Termination. Upon expiration or termination of the Maintenance Agreement for any reason in accordance with the terms and conditions therein, (a) Client’s access to program updates for the Covered Software will cease, (b) Contractor will have no further obligation to provide any updates for any Covered Software or any maintenance or support services therefor, (c) Client’s access and license to all Covered Software will revert to the version of the applicable Covered Software existing on the Effective Date or such later version determined by Contractor at the time of expiration or termination of the Maintenance Agreement (each, a “**Fallback Version**”), (d) the “**Licensed Products**” as defined under the Software License Agreement will be deemed to mean solely each applicable Fallback Version and notwithstanding any contrary provision of the Agreement, Client shall have no rights to any updates, version upgrades, corrections, enhancements or bug fixes to the Fallback Version, (e) except as expressly modified hereby, Client’s license to access and use each such Fallback Version of Covered Software will continue to be governed in accordance with the applicable Software License Agreement, and (f) Contractor shall have no obligations in respect of Client’s transition to, and installation and use of, any Fallback Version, and if any customer support, technical support or other Contractor services are provided by Contractor to Client in connection with Client’s transition to or use of the Fallback Version of any Covered Software, including, but not limited to, any services provided by Contractor to resolve compatibility issues, such services will be performed by Contractor in its sole discretion and charged to Client at then current hourly rates. All charges hereunder shall be invoiced by Contractor and paid by Client in accordance with Section 2(d) of the Maintenance Agreement. This Section 1 of this Addendum shall survive any termination of the Agreement.

There shall be no termination for convenience allowed for under this Addendum. Should Client elect to discontinue use of the licensed products prior to the end of the then current term, Client shall pay to Contractor the entire value of the remaining fees for the then current term as defined herein, and all outstanding fees in accordance with this Addendum, within 45 days of the date of termination.

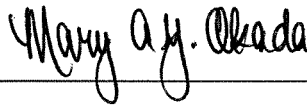
2. Pricing. As of the Effective Date, the parties hereto agree that Section 2(a) of the Maintenance Agreement is deleted and replaced in its entirety with, and superseded by, this Section 2 of this Addendum, as follows:

(a) "Software/Maintenance/Support Fee. Contractor shall during the Term for each Covered Software provide software maintenance and support with respect to such Covered Software upon and subject to the terms and conditions set forth in this Agreement in consideration for the annual fees set forth in *Exhibit A* hereto (as the same may hereafter be amended by mutual written agreement of Contractor and Client). Contractor shall invoice Client annually for payments due during the Term and for any subsequent extensions of this Agreement. Each subsequent invoice, and any renewal hereunder, shall be pursuant to the terms and conditions of this Agreement. For the first three years of the Agreement, the annual subscription fee will be equal to the amounts shown on the included Order Form. After year three, and until this Agreement is terminated in accordance herewith, the fees for each Covered Software will increase by four percent (4%) on the anniversary of each Term, unless otherwise agreed to in writing. For greater certainty, the fees for each one year period after year three shall be equal to the fees for the immediately preceding year plus four percent (4%).

3. Term, Termination. Notwithstanding Section 3 of the Maintenance Agreement, (i) the Term shall renew for a three (3) year period upon expiration of the current Term in effect as of the Effective Date, and (ii) the Term shall automatically renew for successive one (1) year periods thereafter unless a party to the Maintenance Agreement notifies the other party at least sixty (60) calendar days prior to the expiration of the Term (or renewal Term, as the case may be) that the Term shall not be renewed.

4. Obsolete Versions. Notwithstanding any contrary provision of the Agreement, Contractor shall have no maintenance or support obligations in respect of any Obsolete Version of the Covered Software, where "**Obsolete Version**" means any version of the Covered Software no longer supported by Contractor, in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives below and, notwithstanding the signature dates below, intend it to be effective as of the Effective Date.

EVISIONS	GUAM COMMUNITY COLLEGE
Signature:	Signature: 
Name:	Name: Mary A.Y. Okada, Ed.D
Title:	Title: President
Date:	Date : 10.25.2019