

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1489880
Vendor Name: The Jellyvision Lab, Inc.
Invoice Number: INV003211
Invoice Date: 09/24/18
PO Number: B0360874
Check Number: 0244774
Check Amount: \$ 23,250.00
Check Date: 11/16/2018
Department ID: 00835
Reviewer Name:
Voucher Number: V0540425
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

From: duffeym@cod.edu
Sent: Wed Oct 24 12:51:53 CDT 2018
To: invoicing@cod.edu
CC:
Subject: Jellyvision Invoice October 2018

Good afternoon,

Attached please find Invoice # INV003211, care of Jellyvision for our 2018 HR Benefits Annual Enrollment. I have included the invoice, along with supporting documents for this item.

Please let me know if you have any questions, or if you need any other information from me.

Thank you,

Mary Jo Duffey

Human Resources
College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
duffeym@cod.edu
Phone: 630-942-2051

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SEP 25 2018

Invoice #: INV003211
Invoice Date: 09/24/2018
Due Date: 10/24/2018
Term: Net 30



Jellyvision Lab, Inc.
848 W. Eastman St.
Suite 104
Chicago, IL 60642
Ph: (312) 266-0606
EIN: 36-4442819

HUMAN RESOURCES

AP VERIFIED
10/26/18 - BETHANY CRUSE

Bill To:
College of Dupage
425 Fawell Blvd
Glen Ellyn, IL 60137
United States

Ship To:
College of Dupage
425 Fawell Blvd
Glen Ellyn, IL 60137
United States

Description	Amount
ALEX Benefits Counselor Express	\$23,250.00
	SUBTOTAL \$23,250.00
	Sales Tax \$0.00
	TOTAL \$23,250.00

Amount Paid	\$0.00
Total Due	\$23,250.00

Стом

Musloz

Req. #: 669719 Vendor #: 1489880
Acct #: 01-90-00835-5201023
PO# 360874

A/R Aging Summary

<i>Current</i>	<i>1 – 30</i>	<i>31 – 60</i>	<i>61 – 90</i>	<i>Over 91 days</i>	<i>Total Balance</i>
23,250.00	0.00	0.00	0.00	0.00	23,250.00

We accept check, wire, or EFT payments. Please direct payment help or other inquiries related to this invoice to accounting@jellyvision.com



ORDER #003

Truly, it gives The Jellyvision Lab, Inc. ("Jellyvision") joy and we are proud to have College of DuPage ("Customer" or "You") on the ALEX® platform ("ALEX" or "Software") under the Software License Agreement of August 10, 2016 (the "Agreement"). This Order under that Agreement is effective as of July 30, 2018.

1. SOFTWARE:

ALEX Benefits Counselor Express, with the following modules:

- Medical
 - Medicare
- Dental
- Tax Savings
- Pharmacy Savings
- Vision
- Enrollment

As of 7/30/2018, the following modules are available for the College of DuPage:

2. TERM:

Your license to ALEX is extended for one (1) year and expires on October 15, 2019.

3. EXHIBITS:

Customizations (if any) and Workarounds (if any) are listed in Exhibit 1.

The Implementation Overview for ALEX is in Exhibit 2.

And the Fees are in Exhibit 3.

Both product and technical specifications are available at <https://www.jellyvision.com/specifications-06182018/>. To view this page, use the password "benefits4ever". Jellyvision may update these specifications from time to time, so long as such updates do not materially degrade ALEX.

4. ADDITIONAL TERMS FOR ALEX

Plan Analysis and Compatibility...

- Customer's plans presented in ALEX for the prior Plan Year are compatible with ALEX. Customer represents that its plans to be presented in ALEX are not materially different from Customer's Existing Plans; recognizing that, if this assumption is incorrect, the fees, milestones, and other terms herein will

change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. So what changes would be materially different? Any change to Your plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums).

ALEX URLs...

- ALEX Benefits Counselor Express Software will be hosted at <https://www.myalex.com/collegeofdupage/2019> for the 2019 Plan Year.
- A fee will apply if Customer requests a different URL after the start of implementation.

General...

- Jellyvision may perform A/B tests with ALEX and make changes to improve and optimize ALEX during the Term.

Thank You Bonus...

- We're so pleased that You've come back for another year! In response, Jellyvision will continue to host Your existing ALEX Benefits Counselor through the end of the 2018 Plan Year.

Our signatures below mean we both agree to what is in this Order. Jellyvision is truly grateful that College of DuPage is remaining a part of the ALEX family.

College of DuPage

Signature: Brian W. Caputo
Brian W. Caputo, Ph.D., C.P.A.
Name (Print): Vice President/CFO
Administrative Affairs
Title: _____
Date: 9/19/18

The Jellyvision Lab, Inc.

Signature: _____
Name (Print): _____
Title: _____
Date: _____

EXHIBIT 1

CUSTOMIZATIONS & WORKAROUNDS

CUSTOMIZATIONS

- N/A.

WORKAROUNDS

- Relevant workarounds delivered as part of prior year licenses will be carried over from Your existing ALEX Software by the time ALEX launches. The spirit of the workarounds will be preserved, but execution of the workarounds may vary depending on how the specific edits apply to the Software.

EXHIBIT 2

IMPLEMENTATION OVERVIEW

Based on a sign-by date of 08-17-2018, Jellyvision will launch ALEX as follows:

ALEX Benefits Counselor Express

- ALEX Benefits Counselor Express can be fully implemented in two (2) releases. Customer may utilize up to three (3) releases before additional fees are incurred, provided that any additional releases requested by Customer do not impact the Launch Date.
- Two release schedule, approximately 10 business days (Launch Date: 10-16-2018)
- Jellyvision deliverables: Release 1, Release 2, Software launch

All releases not used by Customer prior to Launch must be used within 60 days from the Launch Date. Releases requested more than 60 days after the Launch Date may incur an Additional Customer Release Fee.

Customer shall pay \$5,000 ("Additional Customer Release Fee") for each release delivered in excess of those set forth above as part of a single year license, or delivered by Jellyvision as a "rush release" outside the agreed-upon schedule. If You miss the sign-by date or are late on feedback or approvals, it may lead to a delay in the Launch Date, or may require Jellyvision to perform a "rush release" in order to meet the Launch Date, which will be subject to the "rush release" fee listed above.

IMPLEMENTATION PROCESS

- **Schedule.** A detailed implementation schedule with due dates for both Jellyvision and Customer deliverables will be provided as a separate document before the start of implementation.
- **Jellyvision Deliverables.** Jellyvision will provide the number of releases for the Software specified above, and launch the final approved Software. A "release" is a draft of the Software that Jellyvision presents to You via a testing URL, along with documentation verifying the data that was entered into the back-end system used to build the Software. Jellyvision also provides scripts for customizations for Your review and approval, if applicable.
- **Feedback.** You will provide feedback on each release, including any corrections or revisions, and final approval for the Software launch, usually within 3-4 days after Jellyvision provides each release, as specified in the implementation schedule.
- **Implementation Timeline.** Implementation begins with the Benefits Review, where Jellyvision works with You to configure Your benefit information within Jellyvision's back-end system. Jellyvision will then present You with the first release of the Software, and documentation verifying the benefit data that was entered into the back-end system and used to build the Software. Jellyvision also provides scripts to You for customizations, if applicable. You provide feedback and/or approval on the release and if necessary, request updates to configurable plan details in the back-end system or other corrections. Your final edits and approval are also due on customization scripts. Subject to the allotted number of releases, this collaborative process is repeated until You provide final approval. Jellyvision will then launch the Software.

EXHIBIT 3

FEES

The pricing below is based on 950 benefits-eligible employees.

ALEX FEE	
ALEX Benefits Counselor Express	\$23,250
TOTAL FEE FOR ALEX	\$23,250

The Total Fee shall be invoiced upon execution and subject to the payment terms of the Agreement.

The pricing for this Order is valid through 08-17-2018. Customer execution after this date may be subject to additional fees.

CONTRACT APPROVAL COVER SHEET

Contract Name: Alex Decision Support Tool

Requesting Department: HR Benefits Date Initiated: 09/18/2018

Contact Name: Beth O'Brien Phone: 630 942 2427

Email Address: obrienb102@cod.edu

Vendor Name: The Jellyvision Lab, Inc Phone: 312 273 4828

Vendor Contact: Patrick McPartland Email: pmcpartland@jellyvision.com

Total Contract: \$ 23,250 Contract Dates: Start: 07/30/2018
10.15.19
 FY Budget \$ 25,000 End: n/a (work completion 10/31)

Vendor 1: Name - Quote: \$ -

Vendor 2: Name - Quote: \$ -

Vendor 3: Name - Quote: \$ -

Contract Purpose: An iterative benefits education tool that can be used to support benefited employees at Annual Enrollment and New Hires at on-boarding in understanding and appreciating their benefits as well as making better decisions when choosing medical plans for them and their families.

Contract Type: ☐ Independent Contractor ☒ Service Agreement ☐ Lease
☐ Construction ☐ Other

Has the College contracted with this vendor in the past or is this a renewal or extension of a previously approved contract? ☒ Yes ☐ No (If YES, attach a copy of the relevant agreement.)

Are required support documents attached? (see page 2) ☒ Yes

I certify that I have read and understand the terms of this agreement and have appropriate authority to submit this agreement on behalf of my department. I further certify that the agreement is complete and includes all exhibits, attachments and pages.

Print
Sign

Requester: Beth O'Brien Epu

Budget Mgr.: Mia Igartu MIA IGARTU

Dept. Adm.: Mia Igartu

Submit to Purchasing in Berg Instructional Center (BIC), Room 1540 or email to purchasing@cod.edu.

Purchasing Dept. Use Only

Comments _____

Approval Initials
REVIEWED
 By E. Roberts at 8:39 am, Sep 19, 2018

CONTRACT APPROVAL COVER SHEET (Instructions)

Per Administrative Procedure 10-60, all contracts entered into on behalf of the College of DuPage must be signed by the Vice President, Administration. This form must be completed in full and submitted with all contracts that require a signature.

Submit the contract, along with this form and all required support documents as outlined below, to Purchasing in the Berg Instructional Center (BIC), Room 1540 or via email at purchasing@cod.edu. Purchasing will review all documents, and, if appropriate, will forward to the Vice President, Administration for signature. Contracts submitted without complete documentation will be returned to the requester.

Required support documentation:

- ☒ 1. Contract value less than \$5,000: Contract Purpose section should indicate action taken to confirm best price.
- ☐ 2. Contract value between \$5,000 and \$14,999: minimum of three (3) verbal quotes must be documented (vendor name and quoted amount) on this form or an attached sheet.
- ☐ 3. Contract value between \$15,000 and \$24,999: minimum of three (3) written quotes.
- ☐ 4. Contract value of \$25,000 or greater: bid results (bid tabulation or RFP evaluation matrix), Board Report, and confirmation of Board approval (meeting minutes or Cabinet confirmation).
- ☒ 5. Contracts submitted as sole source: full justification of sole source and letter from the vendor confirming they are the only source of the product/service.
- ☐ 6. If vendor will be providing a service on campus a Certificate of Insurance is required. For additional information contact Risk Manager.

Upon signature, the original contract will be returned to the requester. It is the responsibility of the requester to forward all fully executed contracts/agreements, no matter the dollar amount, to the Purchasing Department by emailing to purchasingforms@cod.edu for inclusion in the College's contract database. If a vendor/contractor signature is still required after signature by the Vice President, Administration, it is the responsibility of the requester to obtain the remaining signature(s). Once fully executed, requester will scan a copy of the complete contract and email to purchasingforms@cod.edu.

A copy of the signed contract, along with all required support documents, must be attached to the requisition when initiated.



The Jellyvision Lab Inc.,
848 W. Eastman St. # 104
Chicago, IL 60642

To whom It may concern,

This letter is in response to your request for a Sole Source letter from our company. Jellyvision has produced ALEX, our virtual benefits counselor, since 2009. ALEX is a proprietary Software as a Service product, and has well over 500 current customers.

Many of our customers are State entities, county governments, municipalities, and school districts. When doing business with these types of institutions, we are occasionally asked to prove that we are a sole source provider of our solution. While there are other benefit communication companies in the marketplace, our proprietary software has successfully qualified as a sole source provider based on the follow qualifications.

Stand-alone: There is no need to have a specific benefit enrollment system or HRIS to purchase ALEX.

Decision support: While some companies offer video solutions, our interactive software provides a personalized and interactive form of decision support, tailored for each unique user.

Implementation process: Our proprietary software can accommodate College of DuPage's unique benefits and be implemented within our software platform, in a matter of 2-4 weeks.

Intellectual property: Jellyvision holds intellectual property rights to the proprietary software platform, including patents and the ALEX® trademark.

If you desire additional information, please contact Josh Fosburg, VP of Sales at (312) 667-0252

A handwritten signature in black ink, appearing to read "Josh Fosburg". The signature is stylized with a large, sweeping flourish at the end.

Josh Fosburg, VP of Sales



PLAIN ENGLISH
ALEX LICENSE AGREEMENT
8/10/2016

College Of Dupage ("You") want to license ALEX® software ("ALEX"). The Jellyvision Lab, Inc. ("Jellyvision" or "We") wants to license ALEX to you. So here is our deal:

1. **How do I order ALEX?** The scope and features of Your customized ALEX will be specified in a work order (an "Order"), along with (a) the fee for the license and any customizations and (b) the license period (the "Term").
2. **When do I get ALEX?** Configuration of Your ALEX will occur on the schedule specified in the Order. Jellyvision must provide deliverables on the specified dates, and You must provide information, feedback, and approvals on the specified dates.
3. **What do I pay for ALEX?** Within 30 days of receipt of an invoice as specified in an Order, You'll pay Jellyvision the fees set forth in that invoice. If You don't pay the fees on time, You'll pay interest at a rate of 1.5% per month.
4. **What if I want to change ALEX?** If You desire to modify ALEX beyond what is specified in an Order, such modification will be mutually agreed upon in a Change Order which will specify the scope, fees, and schedule for that modification.
5. **Who owns what?** Jellyvision owns ALEX and any suggestions you may have for improving ALEX. You own your logos and plan information, and license those to us only for use within your ALEX.
6. **How long can I use ALEX?** Jellyvision shall license ALEX to You for distribution over the internet for the Term, beginning on the earlier of (a) acceptance of the final release or (b) availability to end users of ALEX. Either You or Jellyvision may terminate this Agreement if the other is in material breach where such material breach is not cured within 10 days of notice. You may terminate this Agreement without cause, but all fees under any Order remain owed to Jellyvision.
7. **Will secrets be kept secret?** Each of us will use non-public information obtained from the other under this Agreement only for purposes of this Agreement and will not disclose such information to any third parties. All non-public information regarding Your benefits plans is Your confidential information and will not be used or disclosed by Jellyvision except as necessary to provide the ALEX to You. Having said that, You acknowledge that Jellyvision utilizes aggregated data compiled from licensees' benefit plan data to improve ALEX and provide market research and insights to third parties. But neither You nor Your plan data can be identified from such aggregated data.
8. **What if there's a problem that can't be resolved by talking it out?** This has never happened before for ALEX, but in the unlikely event that it does, there are two types of problems that could occur: a squabble between us or a claim by a third party. Each is addressed in turn below.
 1. **Between us** This Agreement is governed by the laws of Illinois, but not its choice of law rules. Any dispute under this Agreement shall be resolved in a court in Chicago, IL and each party consents to personal jurisdiction there. In the event litigation is brought concerning this Agreement, the prevailing party shall be paid its attorneys' fees, costs, and expenses by the other side.
 2. **Claim by someone else (aka indemnification)**. If one of us ("X") is sued by a third party because of something the other one ("Y") did or should have done, then Y shall be responsible (indemnity and defense) for such suit.
9. **What warranties does Jellyvision provide?** Jellyvision makes two core promises. First, ALEX will substantially conform to the specification in an applicable Order. Second, ALEX will not infringe anyone else's intellectual property. Except for those two core promises, ALEX is software, and it is provided "as is," with all faults and without additional warranties.
10. **This Agreement and any Order govern our relations -- what about end users?** The relationship between Jellyvision and end users is spelled out in our customary Terms of Service (see www.meetalex.com/tos). The Terms of Service do