

Information:

Drawer: Accounts Payable - Invoices **Vendor Number:** 1720360 **Vendor Name:** Voxy EnGen, PBC dba EnGen

Check Details:

Check Number: E0114443 **Check Amount:** \$ 3,624.00 **Check Date:** 6/23/2026

Invoice Details:

Invoice Number: 2511 **Invoice Date:** 5/13/2026 **PO Number:** P0023335
Voucher Number: V0942502

Document Type: AP Invoice

Document Below

EnGen
7200 Wisconsin Ave Ste 500
Bethesda, MD 20814 US
9295655358
accounting@getengen.com

Invoice 2511



BILL TO
College of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137
United States

DATE
05/13/2026

PLEASE PAY
USD 3,624.00

DUE DATE
06/12/2026

PURCHASE ORDER
P0023335

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Licenses	EnGen License 1003 12 month transferable license for EnGen	159	25.00	3,975.00
	Licenses	ONE-TIME ONBOARDING FEE 1030 Planning, configuration, and training in first 30 days of contract.	1	2,499.00	2,499.00
	Licenses	Discount	1	-2,850.00	-2,850.00

EnGen Wire Instructions:
First Republic Bank
111 Pine Street
San Francisco, CA 94111
Account Number: 80008881486
Routing Number: 321 081 669
SWIFT Code: FRBBUS6S
If paying via check, please send to:
7200 Wisconsin Ave, Suite 500
Bethesda, MD 20814

TOTAL DUE **USD 3,624.00**

THANK YOU.

Ways to pay



View and pay

"Imgruet, Brianna" <imgruetb@cod.edu>

Second time sending invoice

"Imgruet, Brianna" <imgruetb@cod.edu>

Thu, Jun 11, 2026 at 02:06 PM UTC

CC:

BCC:

1 attachment

Invoice 2511-1.pdf



College of DuPage - EnGen Pilot

College of DuPage

425 Fawell Boulevard
Glen Ellyn, IL 60137
United States

EnGen

7200 Wisconsin Avenue
Suite 500
Bethesda, MD 20814
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Brianna Imgruet

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+16309422953

Prepared by: Tadd Wamester

Director of Partnership Development
tadd@getengen.com
+16462495732

Reference: 20260512-093634654

Quote created: May 12, 2026

Quote expires: June 11, 2026

Total **\$3,624.00**

PRODUCTS & SERVICES	UNIT PRICE	QUANTITY	PRICE
EnGen License 1003 12 month transferable license for EnGen	\$159.00	25	\$3,125.00 after \$850.00 discount for 1 year
ONE-TIME ONBOARDING FEE 1030 Planning, configuration, and training in first 30 days of contract.	\$2,499.00	1	\$499.00 after \$2,000.00 discount

Total	\$3,624.00
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Comments

Purchase terms

On a software as a service (SaaS) basis, Voxy enGen. PBC dba as EnGen ("Company") agrees to make available to Customer the number of licenses (the "Licenses") which authorizes access to and use of Company's English language learning platform described at <https://getengen.com/product-detail/> (the "Product") in the Territory and during the Term set forth in the Quote, subject to the other terms and conditions set forth in this Agreement. Customer and Company agree to the terms set forth in the attached Quote and Terms and Conditions (together, the "Agreement").

Reference is made to the Quote, Company's Terms of Use (<https://www.getengen.com/terms>) and Privacy Policy (<https://www.getengen.com/privacy-policy>), which are incorporated herein by reference. To the extent that the specific terms of this Agreement conflict with the Terms of Use, the terms of this Agreement will apply (and for the avoidance of doubt, will supersede any such conflicting terms). Notwithstanding the foregoing, Sections 23 and 26 of Company's Terms of Use (<https://www.getengen.com/terms>) will not be deemed to be part of the Agreement.

Licenses. Each License is a non-exclusive license to access and use the Product during the applicable Term. Each License authorizes the individual learner that activates the License by registration via the Product to access and use the Product in the Territory during the period specified in the Quote as the "License Period", subject to the terms of this Agreement. A License is one of two types:

Individual License: Each Individual License is activated upon enrollment of a learner or when a learner meets the activation criteria if this is a purchased service option.

Transferable License: Each Transferable License is limited to one active learner at any given time but can be reassigned among Customer's and its affiliates' learners and any Transferable License that has been deactivated by a learner (or by Customer on behalf of a learner) may be transferred to and reactivated by another learner; provided that, no License can be registered to more than one individual learner at any time or transferred more frequently than once every 60 days. Unless otherwise provided on the Quote, Licenses may only be used by Customer's and its affiliates' learners and may not be transferred, sublicensed or resold to a person that is not a learner of Customer or one of its affiliates.

Each License may only be used by one learner at a time. A learner must be at least 14 years old to be eligible to activate a License and access and use the Product under this Agreement. Learners that are under the age of 14 may not access or use the Product. Company retains the right to revoke any License activated by a learner who is under the age of 14.

ADD ON SERVICES

In addition to the Licenses described in the quote, the Customer may have purchased one or more of the following add-on services, as specified in the Quote. These services are designed to enhance the Client's utilization of the Licenses and improve the overall experience for enrolled learners.

Onboarding. Required for new Customers. Personalized platform and program training to ensure a strong program launch. **Active Management.** Access to EnGen resources to assist with implementation, reporting, issue resolutions, and growth strategies, limited to the following: Enrolling/moving/deactivating learners, managing changes to program setup post onboarding, training, marketing resources/guides, reporting, and business reviews by request.

Pre-Enrollment Services. Pre-enrollment services are designed to facilitate the enrollment process and ensure learners are adequately supported and informed. Includes multilingual enrollment advisor support, custom landing page, communications, and promotional material. **Activation Criteria.** Individual Licenses are considered activated only after the completion of ten (10) activities by the learner. **Platform Integration.** One of the following platform integration options: LTI, SAML, EnGen API.

Services and Support. The "Services and Support" included in the per License fees are (i) Product hosting, (ii) Product updates and bug fixes at the times and to the extent made generally available to Company's other customers, and (iii) any other "Services and Support" specified on the Quote. Any additional services and/or support will be billed at Company's standard hourly rates unless otherwise mutually agreed in writing.

Custom Pathway. Custom content created by Company using materials provided by or at the direction of Customer.

CLIENT EXPECTATIONS.

Fees, Accounting and Payment. Customer must pay all per License fees set forth on the Quote in advance, on or before the beginning of the Term. Such fees are not refundable and represent payment in full for the minimum number of Licenses (set forth in the Quote) for that Term. Company will invoice Customer quarterly for any additional amounts payable under this Agreement, and Customer will pay the amount invoiced within 10 days. All amounts hereunder will be paid in United States Dollars. If any fees or other amounts are not received by the due date, such fees or other

amounts will accrue interest at the rate of 1.5% of the balance per month (or the maximum rate permitted by law, if lower) until paid. Fees and other amounts will be paid without reduction for or withholding of any sales, use, value added, manufacturing, processing, VAT, GST, PST, gross receipts, or other pass-through tax of a similar nature imposed by any governmental authority.

IP Ownership. As between the parties, all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including without limitation applications and registrations used by Company to provide the Product, Licenses and/or Services and Support (collectively "Company IP") is and will remain the property of Company. Customer will not (a) copy, modify, create a derivative work of, reverse engineer, decompile, disassemble, reverse engineer, recreate or otherwise attempt to discover the Company IP; or (b) delete, alter, cover, or distort any of Company's patent, copyright, trademark, or other proprietary rights notices. "EnGen," the EnGen design logo and certain other names or logos (the "Company Marks") are service marks or trademarks of Company. In addition, the "look" and "feel" of the Product and Company's website (including without limitation color combinations, button shapes, layout, design and all other graphical elements) are also protected by Company's trademarks, service marks and copyrights. Company grants to Customer a non exclusive, royalty-free license to use the Company Marks (in the form provided by Company) as necessary for Customer to exercise its rights and perform its obligations under this Agreement. Customer agrees that such use of the Company Marks will inure to the benefit and be on behalf of Company. Customer grants to Company a non-exclusive, royalty-free license to use Customer's trademarks, service marks, names and logos (in the form provided by Customer) as necessary for Company to perform its obligations under this Agreement. Company agrees that such use will inure to the benefit and be on behalf of Customer.

Term and Termination. This Agreement will terminate on the last day of the Term unless terminated earlier under this paragraph. Either party may terminate this Agreement if (a) the other party materially breaches this Agreement, and does not cure the breach within 30 days after written notice, or (b) the other party becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) or makes an assignment for the benefit of creditors or takes or is subject to any similar action.

Upon termination, access to all License will terminate, and the Company will not be required to refund any amounts paid hereunder. Expiration or termination of this Agreement will not affect those provisions intended to survive such expiration or termination.

Customer Data; Usage Data. "Customer Data" means any personally identifiable information related to end users of the Product, that is acquired by Company in connection with providing access to the Product under this Agreement. "Usage Data" means all data other than Customer Data with respect to end users and their use of the Product, including without limitation the installed user base and user time spent on the Product. Customer Data is the property of Customer and is Customer's Confidential Information. Customer is responsible for compliance with all applicable laws (including GDPR and CCPA) with respect to Customer Data. Customer Data will not be collected, stored, or used by Company for any purpose other than performing its obligations under this Agreement. Usage Data is the property of Company, may be used by Company for any purpose (related or unrelated to this Agreement) and is Company's Confidential Information. Company will provide reports to Customer covering the categories of Usage Data set forth in the Quote at the same intervals in the same format, and otherwise on the same basis as reports covering similar categories of Usage Data are generally provided to Company's other customers.

Representations and Warranties; Disclaimer and Limitation of Liability. Each party represents, warrants and covenants to the other party that: (a) it has the full right, power and authority to enter into and perform this Agreement; (b) its execution, delivery and performance of this Agreement will not conflict with or result in a breach by it of any agreement or other third party obligation; and (c) it will comply with all applicable laws of all applicable jurisdictions in connection with this Agreement, including but not limited to the US Foreign Corrupt Practices Act and all other applicable anticorruption, antibribery and similar laws and regulations.. EACH PARTY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESSED OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THIS AGREEMENT, THE PRODUCT AND/OR THE SERVICES AND SUPPORT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OR ERROR-FREE OR UNINTERRUPTED SERVICE, AND INCLUDING ALL IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FURTHERMORE, THE SERVICES AND SUPPORT AND/OR PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR NEW FORMATS THAT MAKE USE OF NEW TECHNOLOGIES, AND NEITHER PARTY IS RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, COMPATIBILITY AND/OR PERFORMANCE AND CONSISTENCY OF PERFORMANCE ISSUES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Each party acknowledges that the foregoing limitations are an essential element of the Agreement between the parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different. This paragraph will survive expiration or termination of the Agreement.

Miscellaneous. Company and Customer are independent contractors, and this Agreement does not create any partnership, joint venture or agency relationship. Neither party will be deemed in default of this Agreement to the extent that its performance (other than payment of Fees) is delayed or prevented by reasons of force majeure, such as war (whether or not actually declared), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, any governmental act, judicial action, labor dispute, freight embargoes, epidemic, quarantine, storm or other adverse weather conditions, fire, flood, earthquake or other Acts of God, acts of terrorism, satellite malfunctions, internet outages, communication line failures, power failures or other reasons beyond such party's control. Each party agrees that the other party may use its name and logo (in the form provided) in marketing materials, including identification on website(s) and otherwise as may be reasonably required in connection with this Agreement (but neither party may alter the other party's name or logo or combine the other party's name or logo with any other names, marks, logos or designations without prior written consent). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. This Agreement may be amended or modified only by a written instrument signed by each party. The failure of a party to require the performance of any term of this Agreement or the waiver by a party of any breach under this Agreement will not prevent a subsequent enforcement of such term by such party nor be deemed a waiver of any subsequent breach. This Agreement has been negotiated and executed by the parties in English. If any translation of this Agreement is prepared, the provisions of the English version will prevail. All notices must be in writing and sent by email with receipt confirmed, by overnight delivery service, to the respective addresses listed on the Order Form. Notices and reports will be effective when actually delivered; provided that any notice or report given or due on a day that is not a business day in New York, USA will be deemed given or due on the next business day. This Agreement may be signed in counterparts, including by facsimile or electronic copy, each of which will be deemed an original, and all such counterparts together constituting one and the same Agreement. This Agreement may not be assigned by Customer without the prior written consent of Company; provided that either party may assign this Agreement to a successor in the event of a reorganization, merger, consolidation or sale of all or substantially all of such party's stock or assets. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.