




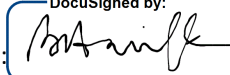
## Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	The Texas A&M University System Real Estate Research Center, 2115 TAMU College Station, TX 77843 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Master Services Agreement or General Terms and Conditions between the parties dated as of 23 October 2019 (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. As used herein, "Cloud Service" means the distinct, subscription-based, hosted, supported, and operated on-demand solution provided by Qualtrics hereunder. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> <li>- Service Level Exhibit</li> <li>- Fees Exhibit</li> <li>- Cloud Service Exhibit</li> </ul>	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Termination:	Notwithstanding anything to the contrary set forth in the Agreement, any right of Customer to terminate without cause is only available without refund and on the condition that all fees set forth herein are paid in full.	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:	This Order is for an academic subscription. An academic subscription (1) is restricted to academic research purposes of the academic Customer, (2) may be used only by students, staff, or faculty of the academic Customer, (3) is prohibited from commercial or other non-academic use, including, without limitation, use by or on behalf of any other institution or entity for compensation or where such institution or entity would otherwise purchase or use a non-academic subscription. For clarity, academic subscriptions may not be used by or on behalf of federal, state or local governmental entities other than the academic Customer.	
To be completed by Customer		
Regional Data Center:		Purchase Order Number (if any):
Email Address for Invoice Submission:	SystemVouchers@tamus.edu	Shipping Address:
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:
		Attn: 301 Tarrow St, Fl 3 College Station, TX 77840



# Order Form



Qualtrics	Customer
By (signature): 	By (signature):  DocuSigned by: Billy Hamilton
Name: Mark Creer	Name: Billy Hamilton
Title: Director	Title: Deputy Chancellor
Date: 08 September 2022	Date: 9/6/2022   9:23:14 CDT
<b>Qualtrics Primary Contact:</b>	<b>Customer Primary Contact:</b>
Name: Julianne Peterson	Name: Leslie Lenser
Phone:	Phone: 9726122730
Email: jpeterson@qualtrics.com	Email: llenser@tamus.edu



## Order Form

### Service Level Exhibit

#### Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below \* (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
  1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
  2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

# Order Form

## Fees Exhibit

### License Details

Start Date	End Date	Term in Months
01-Sep-2022	31-Aug-2025	36

### Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Sep-2022 TO 31-Aug-2023	Cloud Professional	\$385,374.81 \$0.00	Effective Date	Net 30	Q-1806550
01-Sep-2023 TO 31-Aug-2024	Cloud Professional	\$404,530.71 \$0.00	02-Aug-2023	Net 30	Q-1806552
01-Sep-2024 TO 31-Aug-2025	Cloud Professional	\$418,313.35 \$0.00	02-Aug-2024	Net 30	Q-1806553
<b>Total</b>		<b>USD \$1,208,218.87</b>			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

#### Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

# Order Form

## Cloud Service Exhibit

**Cloud Service Renewal (not applicable to pilots or proofs of concept).** Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

*[Description of Services on following page]*

# Order Form

**YEAR 1**  
**Q-1806550**

## **CLOUD SERVICE**

### Research Suite

Stats iQ  
Included Users: Unlimited  
Custom Theme  
SSO  
SMS Surveys  
RS Core: Responses up to 2,800,000  
Offline App  
Branded URL : 2  
Included Branded URL  
Developer Tools  
Advanced Question Types

**YEAR 2**  
**Q-1806552**

## **CLOUD SERVICE**

### Research Suite

Stats iQ  
Included Users: Unlimited  
Custom Theme  
SSO  
SMS Surveys  
RS Core: Responses up to 2,900,000  
Offline App  
Branded URL : 2  
Included Branded URL  
Developer Tools  
Advanced Question Types

**YEAR 3**  
**Q-1806553**

## **CLOUD SERVICE**

### Research Suite

Stats iQ

CONFIDENTIAL

# Order Form

Included Users: Unlimited

Custom Theme

SSO

SMS Surveys

RS Core: Responses up to 3,000,000

Offline App

Branded URL : 2

Included Branded URL

Developer Tools

Advanced Question Types