




## Order Form

|   |  |   |   |
|---|--|---|---|
| Parties:                                | Qualtrics, LLC ("Qualtrics")   |   |   |
|   | Davis Joint Unified School District ("Customer")   |   |   |
| Effective Date:                         | The date signed by the last party to sign.   |   |   |
| Governing Document:                     | This Order Form is subject to the Qualtrics Terms of Service at <a href="https://www.qualtrics.com/terms-of-service/">https://www.qualtrics.com/terms-of-service/</a> (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. |   |   |
| Attachments:                            | <ul style="list-style-type: none"><li>• Service Level 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   |   |   |
| Payment Terms:                          | Net 30 days following invoice.   |   |   |
| Additional Terms:                       |  |   |   |
| To be completed by Customer             |  |   |   |
| Regional Data Center:                   | US   | Purchase Order Number (if any):         |   |
| Email Address for Invoice Submission:   | mbest@djsud.net  | Billing Address for Invoice Submission: | 526 B St<br>Attn: Davis Joint Unified School District  <br>DJUSD<br>Davis CA United States<br>95616 |
| Invoicing Instructions (if applicable): |  |   |   |

| Qualtrics                      | Customer   |
|--------------------------------|--|
| By (signature):                | By (signature):  |
| Name:                          | Name: Bruce E. Colby   |
| Title:                         | Title: Chief Business Officer  |
| Date:                          | Date: 11-25-19   |
| Qualtrics Primary Contact:     | Customer Primary Contact:  |
| Name: Brett Callahan           | Name: Matt Best  |
| Phone:                         | Phone: 530-757-5300  |
| Email: bcallahan@qualtrics.com | Email: mbest@djsud.net   |



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### 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.
  - If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
  - If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  - If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  - If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

#### Incident Response

- An "**Incident**" is declared by Qualtrics when any of the following occurs:
  - A malfunction, disruption, or unlawful use of the Services;
  - The loss or theft of Data from the Services;
  - Unauthorized access to Data, information storage, or a computer system; or
  - Material delays or the inability to use the Services.
- An Incident involving the loss or unauthorized access of Data, not due to Customer's errors or omissions, will always be categorized as Code Red. In such a case, Customer will be notified as expeditiously as possible after a disclosure is discovered. Qualtrics will conduct a formal investigation and will deliver an official written report to Customer within two weeks of the Incident.
- Incidents are prioritized as set forth in the Incident Level Table below.

#### Incident Level Table

| Incident Level | Typical Conditions  | Resolution Response   |
|----------------|---|---|
| 4              | A minor issue affecting an individual user that may not be reproducible.  | Addressed by support team for workaround or other resolution. |
| 3              | The problem is reproducible and has an impact on usability of the product, though a workaround exists to garner full functionality. | Addressed in a subsequent release in a reasonable timeframe.  |

|          |   |   |
|----------|---|---|
| 2        | A product is effectively unusable on a widespread basis; survey taking experience significantly affected.   | Corrected as expeditiously as possible after code is developed and tested.  |
| Code Red | Loss of a key functionality or access to Service. Data loss due to unauthorized access. A suspected/actual data breach or security threat. Survey taking severely hindered or impossible. | Full engineering efforts directed toward resolution. After hours, Engineer-on-call will be contacted and will work nonstop until resolution is met. |



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### 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 within 30 days after receiving the renewal notice.

*[Fees and Description of Services on following page]*



Grant Ermis  
209-480-7885

Expiration Date: 05-Feb-2020

Q-1207389

Davis Joint Unified School District | DJUSD  
526 B St  
Davis  
95616  
United States

|            |             |
|------------|-------------|
| TERM       | 12 Months   |
| START DATE | 08-Nov-2019 |
| END DATE   | 07-Nov-2020 |

#### PRICING

##### Research Suite

Research Suite Core : 5000

Stats iQ : 1

Included Users

Included Brands

Included Theme

#### TOTAL AMOUNT DUE TO QUALTRICS

Not including Professional Services (shown below)

USD \$5,000.00

Kind regards,  
Brett Callahan  
Account Manager

#### TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice.

Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized.

Software total above does not include any additional services fees that may be applicable.

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